

## MEMORANDUM

**TO:** FILE

**FROM:** Matthew Chapman, Esq. Agency of Natural Resources, Waste Management Division

**DATE:** March 19, 2007

**SUBJECT:** Filing for Parker Landfill Institutional Controls

The following documents have been placed in the lands file for reference on the Parker Properties:

1. An attorney's certificate of title by Jill Broaderick, of Ginsberg, Atwell, and Broderick, to the State of Vermont, Agency of Natural Resources;
2. Deeds of Easements, Rights of Access, Restrictive Covenants, and other Interests for parcels owned by the following persons:
  - a. The Anne H. Parker Family Revocable Trust;
  - b. The Dean G. Parker Family Revocable Trust;
  - c. The Parker Family Irrevocable Trust;
  - d. Steven R. Parker; and
  - e. Kathleen A. Clark and William H. Clark.
3. Compensatory Conservation Buffer Easements for parcels owned by the following persons:
  - a. The Anne H. Parker Family Revocable Trust;
  - b. The Dean G. Parker Family Revocable Trust (former D&A parcel);
  - c. The Dean G. Parker Family Revocable Trust (former Ray O. Parker and Son, et. al. parcel);
4. Groundwater Easement and Covenants for parcels owned by the following persons:
  - a. Patricia and Mark Deluca;
  - b. Rolf Anders Gidlow and Sylvia C. Dodge;
  - c. Joyce and David Jones;
  - d. Rose and Ralph Sheltra;
5. A Letter from the Town of Lyndon approving these easements as required pursuant to 3 V.S.A. § 2825(e).

6. A cover memorandum transmitting these easements to the Office of the Governor.
7. A signed letter from the Governor for these easements.
8. A letter to VELCO placing them on notice for any activity at the site due to their failure to subordinate their interest to the State of Vermont's interest.

#### Description and Background

The Site consists of approximately 25 acres located in an area of hilly terrain in the southeast portion of the Town of Lyndon, approximately 0.2 miles southeast of Lily Pond. The landfill was in operation from 1972 to 1992. It is estimated that over 1,330,300 gallons of liquid industrial wastes and 688,900 kilograms of solid, semi-liquid and liquid industrial wastes were disposed at the landfill. These wastes included waste oils, plating solutions, degreasers, paint sludges, coolant oils, sodium hydroxide, and trichloroethene or 1,1,1-trichloroethane sludge. In 1984, chlorinated solvents were detected at concentrations exceeding federal maximum contaminant levels in groundwater in five private wells approximately ½ mile southwest of the site.

The site was listed on the National Priorities List (Superfund) on February 16, 1990. This site is a Responsible Party Lead site with the State and EPA playing an advisory and oversight role. The potentially responsible parties (PRPs), EPA, and the State signed a Consent Decree to implement the landfill cap remedy. The landfill cap was completed in 2000. Another PRP was issued a Unilateral Administrative Order to implement the groundwater remedy. The groundwater cleanup was constructed in 2004 and 2005.

As part of the requirements in the Consent Decree and the Unilateral Administrative Order, institutional controls were required for corrective action area and where contamination was present in the groundwater, including use restriction and groundwater restrictions easements and groundwater reclassification. The proposed use restrictions and groundwater easements are attached. The reclassification of groundwater from a Class III (all groundwater) to Class IV (not potable; suitable for some industrial and agricultural use) category was established for the 119-acre area including the landfill and downgradient plume in 2003. In addition, local zoning restrictions were adopted to prevent installation of wells within the contaminant plume.

#### Ownership and Management

The parcels will remain in private ownership. The primary responsibility of ensuring compliance with these easements rests with the responsible parties. The State of Vermont has oversight authority and enforcement authority over these restrictions and the responsible parties.

#### Budget and Funding

Funding for oversight of the environmental restrictions will be provided through oversight costs paid by the responsible parties and grants for sites management from the Environmental Protection Agency.

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**WANDA J. LINZER, OFFICE MANAGER  
CAROLYN A. GREAVES, PARALEGAL**

January 30, 2007

State of Vermont, Agency of Natural Resources  
c/o Matthew Chapman, Esq.  
103 South Main Street  
West Office Building  
Waterbury, Vermont 05671-404

Re: Title Opinion to Institutional Control Deeds and Conservation Buffer Easements

Dear Mr. Chapman:

We have examined the land records, the Grand List, and the records for property taxes and municipal service charges of the Town of Lyndon relating to real property owned of record by the State of Vermont, Agency of Natural Resources, consisting of certain Institutional Control Deeds and Conservation Buffer Easements that it acquired as follows:

1. Deeds of Easements, Rights of Access, Restrictive Covenants and Other Interests to the State of Vermont, Agency of Natural Resources; Ethan Allen Global, Inc., Fairbanks Scales, Inc.; and Robert Bosch Tool Corporation as follows:

a. dated November 2, 2006 and recorded in Book 180 at Page 113 from Anne H. Parker, trustee of the Parker Family Irrevocable Trust.

b. dated October 18, 2006 and recorded in Book 180 at Page 124 from Anne H. Parker and Peter J. Morrisette, trustees of the Anne H. Parker Revocable Family Trust.

c. dated October 18, 2006 and recorded in Book 180 at Page 134 from Anne H. Parker and Peter J. Morrisette, trustees of the Dean G. Parker Revocable Family Trust.

d. dated October 26, 2006 and recorded in Book 180 at Page 144 from Steven R. Parker.

e. dated October 26, 2006 and recorded in Book 180 at Page 154 from Kathleen A. Clark and William H. Clark.

2. Conservation Buffer Easements to the State of Vermont, Agency of Natural Resources as follows:

a. dated November 2, 2006 and recorded in Book 180 at Page 165 from Anne H. Parker, trustee of the Parker Family Irrevocable Trust.

b. dated October 18, 2006 and recorded in Book 180 at Page 176 from Anne H. Parker and Peter J. Morrisette, trustees of the Anne H. Parker Revocable Family Trust.

c. dated October 18, 2006 and recorded in Book 180 at Page 170 from Anne H. Parker and Peter J. Morrisette, trustees of the Dean G. Parker Revocable Family Trust.

d. dated October 18, 2006 and recorded in Book 180 at Page 181 from Anne H. Parker and Peter J. Morrisette, trustees of the Dean G. Parker Revocable Family Trust (for the former D & A Enterprises land on Brown Farm Road).

The foregoing Institutional Control Deeds and Conservation Buffer Easements are hereinafter referred to as the "Easements".

Based upon our examination and upon the assumption that the land records are currently and correctly indexed in the general index, it is our opinion that on January 30, 2007, the State of Vermont, Agency of Natural Resources owned a marketable title to the Easements, subject to the encumbrances set forth below.

In preparing this report we have assumed that the information provided to us by each person of whom we made inquiry was correct and complete at the time it was given to us and did not omit any matter which such person knew or should have known from information in the records in such person(s) control at the time of our inquiry. We have not conducted any separate inspection of the Easements nor any review of any records other than the records identified in this title opinion. All book and page recording information refers to the Lyndon land records. With the exception of references to specified matters contained in this opinion, we make no representations about any matters that do not appear of record. Such unrecorded matters may relate to, among other things, zoning and other land use laws and regulations; environmental laws and regulations; valid but unrecorded liens or interests such as contractor's liens; the condition of the Easements. There may be other matters which may affect the Easements that do not appear of record, and therefore about which we make no representations in this title opinion. If there are any specific matters that are of importance to you, you should let us know so that we can investigate them further.

PERIOD OF TITLE EXAMINATION. This title examination was performed on January 30, 2007 and commenced with the following conveyances of property on which the Easements are located (1) to Clayton and Hortense Hoffman by Decree of Distribution in the Estate of Mary E. C. Hoffman dated December 16, 1936 and recorded in Book 39 at Page 55 and (2) G. Walter Clifford and Rita R. Clifford by Warranty deed from Robert and Madeline Teachout dated September 3, 1953 and recorded in Book 44 at Page 287. Our opinion is limited to documents

affecting the state of title to the Easements that were recorded in the Lyndon land records between December 16, 1936 and January 30, 2007.

MORTGAGES. None.

EASEMENTS. Title to the Easements is subject to certain easements owned by Vermont Electric Power Company, Inc. in connection with the maintenance of electric lines, poles and towers conveyed by the following instruments:

a. Warranty Deeds of Clayton R. Hoffman and Hortense B. Hoffman to Vermont Electric Power Company, Inc. dated October 12, 1971 and recorded in Book 54 at Page 449; dated March 29, 1971 and recorded in Book 55 at Page 249; and dated November 17, 1970 and recorded in Book 55 at Page 128.

b. Spraying Permit in connection with utility rights-of-way from Clayton R. Hoffman and Hortense B. Hoffman to Vermont Electric Power Company, Inc. dated April 8, 1981 and recorded in Book 76 at Page 334.

c. Warranty Deeds of G. Walter Clifford and Rita R. Clifford to Vermont Electric Power Company, Inc. dated March 1, 1971 and recorded in Book 56 at Page 129 and dated March 1, 1971 and recorded in Book 55 at Page 242.

Central Vermont Public Service Corporation subordinated its easements in connection with the maintenance of electric lines, poles and towers to the Easements by an Amendment to and Subordination of Utility Easements between Anne H. Parker and Peter J. Morrisette, trustees of the Dean G. Parker Revocable Family Trust and the Anne H. Parker Revocable Family Trust and Central Vermont Public Service Corporation dated October 23, 2006 and recorded in Book 180 at Page 187.

The Village of Lyndonville subordinated its easements in connection with the maintenance of electric lines, poles and towers to the Easements by an Amendment to and Subordination of Utility Easements between Anne H. Parker and Peter J. Morrisette, trustees of the Dean G. Parker Revocable Family Trust and the Anne H. Parker Revocable Family Trust and the Village of Lyndonville dated October 18, 2006 and December 1, 2006 and recorded in Book 180 at Page 516.

ATTACHMENTS AND LIENS. None.

REAL ESTATE TAXES. The Easements are located on properties owned by the Parker Family Irrevocable Trust, the Anne H. Parker Revocable Family Trust, the Dean G. Parker Revocable Family Trust, Steven R. Parker, and Kathleen A. Clark and William H. Clark. Taxes on all such properties are current.

MUNICIPAL LAND USE PERMITS. The failure to obtain or comply with the terms or conditions of any required municipal land use permit does not affect the marketability of title to Vermont property. However, we have obtained the following information in connection with the Easements.

There are no recorded Notices of Violation in the land records in connection with the Easements.

STATE OF VERMONT WATER/WASTEWATER AND ACT 250 REQUIREMENTS.

The property on which the Easements are located is subject to numerous Agency of Natural Resources and Act 250 permits. There is no indication in the Lyndon land records or the files in the Agency of Natural Resources and Act 250 offices in St. Johnsbury of any violation of such permits.

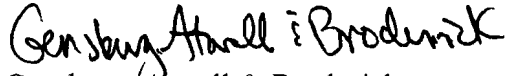
EXCEPTIONS:

This title opinion makes no representations about:

- a. the location of the boundaries or the acreage of the Property;
- b. unrecorded mechanics liens, attachments or other encumbrances not indexed, improperly indexed or not of record;
- c. except as may be specifically identified above, environmental protection laws or other regulations of governmental bodies, including use, zoning, and building restrictions, and the effect of such laws on the title to the Property;
- d. interests in the Property outside the period of our title examination search that are not extinguished by the Marketable Record Title Act, 27 V.S.A. Section 601 *et seq*;
- e. liens arising out of failure to withhold taxes pursuant to 32 V.S.A. Section 10007;
- f. rights or claims of parties not in possession and not shown of record, including claims of native American tribes compensation and/or return of ancestral lands;
- g. matters which would be disclosed by a physical examination of the Property;
- h. rights of tenants in possession of any portion of the Property;
- i. matters contained in court records;
- j. the effect of any activities which could or might result in forfeiture of an interest in the Property for any violation under the Comprehensive Drug Abuse Prevention Control Act of 1970, as amended, or pursuant to bankruptcy, insolvency, or fraudulent conveyances or similar laws; or

- k. the status of the Property with respect to defects in title in connection with any action, injunction, or other enforcement proceeding instituted to abate or remove a hazard to human health or public safety or to abate or remove an undue environmental impact.

Very truly yours,

  
Gensburg, Atwell & Broderick

**DEED OF EASEMENTS, RIGHTS OF ACCESS, RESTRICTIVE COVENANTS AND  
OTHER INTERESTS**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS, Grantor, Anne H. Parker Revocable Family Trust, through ANNE H. PARKER and PETER J. MORRISSETTE, Trustees, is the owner of a parcel of land and improvements situated thereon, located in the County of Caledonia, State of Vermont, more particularly described in Exhibit A (the "Property"); and

WHEREAS, the Property is located adjacent to the Parker Landfill Superfund Site ("Site") which the U.S. Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., placed on the National Priorities List, set forth at 40 C.F.R.300, Appendix B, by publication in the Federal Register on February 21, 1990;

WHEREAS, the Site consists of the solid waste landfill and a portion of the surrounding areas impacted or potentially impacted by the release of hazardous substances, pollutants or contaminants from the landfill. The Site is the subject of a remedial action required by the EPA and the Vermont Agency of Natural Resources;

WHEREAS, in a Record of Decision dated April 4, 1995, the Regional Administrator selected a "remedial action" for the Site, which provides, in part, for the following actions:

the design and construction of a multi-layer, low hydraulic conductivity cap over the landfill; surface water management control devices including a siltation pond, culverts, and drainage and wetland areas; long term monitoring and remediation of the groundwater, surface water, and sediments; post removal site control; construction of gas control system; wetlands restoration or replication; and implementation of institutional controls, including deed restrictions and/or other controls to prohibit the future use of the Restricted Area in any manner that would compromise the integrity of the cap, its related systems, and the groundwater;

WHEREAS, the multi-layer cap is served by an access road, a portion of which lies in close proximity to the cap; and the cap, the gas control system components, and the surface water management control features are located within the "Restricted Area", as such "Restricted Area" is shown on a plan entitled ""Parker Family Irrevocable Trust, Restricted Area", dated October 25, 2006, which plan will be recorded on an approximately even date herewith in the Lyndon Town Land Records;

WHEREAS, the EPA and the State of Vermont Agency of Natural Resources have determined that certain easements, rights, obligations, covenants and restrictions, as more particularly set forth below, are necessary to protect and maintain the integrity and effectiveness of the remedial actions all as required by a Consent Decree filed by the U.S. District Court, District of Vermont, on April 15, 1999 in the matter of United States and State of Vermont v.



Dean Parker, et al (the "Consent Decree") and a Unilateral Administrative Order entered by the United States against Vermont American Corporation; and

WHEREAS Grantor wishes to cooperate fully in the implementation of all such remedial actions at the Site;

NOW, THEREFORE,

The Anne H. Parker Revocable Family Trust acting through its Trustee, Anne H. Parker and Peter J. Morrisette, (Anne H. Parker and Peter J. Morrisette both residing in Lyndonville, Vermont), Grantor, in consideration of the above recitals and the mutual covenants set forth herein, and other consideration, the receipt and sufficiency of which is acknowledged, by these presents, does for itself and its successors and assigns freely, GIVE, GRANT, SELL, CONVEY AND CONFIRM unto State of Vermont Agency of Natural Resources; Ethan Allen Global, Inc., a Delaware corporation, with its corporate offices located in Danbury, Connecticut; Fairbanks Scales, Inc. a Kansas corporation with its corporate offices located in Kansas City, Missouri; and Robert Bosch Tool Corporation, a Delaware corporation with its corporate offices located in Mount Prospect, Illinois, Grantees, their successors in interest and assigns forever, the following interests, easements, rights, obligations, covenants, and restrictions (hereinafter referred to as the "Environmental Restrictions") in the Property described within Exhibit A attached hereto.

**1. Access Rights. An easement for access in, on, upon, through, over and under, and a right of access to the Property, to and for the benefit of the Grantees and their designees for the purpose of conducting any lawful activity related to the Consent Decree or any other enforcement agreement, including, but not limited to, the following purposes:**

- a. Monitoring and implementing the Consent Decree or any other enforcement agreement, including operation and maintenance of the cap and the gas removal system, treatment of ground water, and any future response or remedial actions.
- b. Compiling and verifying any data or information submitted to the United States and the State of Vermont.
- c. Conducting investigations relating to the contamination at or near the Restricted Area.
- d. Obtaining samples.
- e. Monitoring of the ground water, surface water or air.
- f. Assessing compliance with the consent decree and other enforcement agreements.

- g. Conducting other investigations and response or remedial actions consistent with CERCLA, the NCP and/or other applicable State or Federal environmental regulations.
- h. Assessing the need for, planning, or implementing this or additional response or remedial actions pursuant to CERCLA, corrective actions pursuant to 10 V.S.A. § 6615b, or any other appropriate response pursuant to State or Federal environmental law or regulation.

**2. Restricted uses and activities. The Grantor, for itself, its successors in interest, and assigns, agrees and covenants with the Grantees, their successors in interest and assigns, that Grantor shall neither perform, nor suffer, allow or cause any other person to perform, any activities or uses in, on, upon, through, over or under the Property which in any way compromise the remedy as required by the Consent Decree or other enforcement agreements including, without limitation, any activities that violate of one or more of the following conditions:**

- a. Grantor shall comply with all federal, state, and local laws and regulations regarding the handling and disposal of hazardous substances, pollutants or contaminants.
- b. Grantor shall not use the Property or allow the Property to be used so as to unreasonably interfere with any investigations of the environmental conditions or remedial activities at the Site.
- c. Grantor shall not use or allow the use of the groundwater underlying the Property and shall not install or allow the installation of wells, for any purpose, except wells used for the purpose of environmental monitoring or remediation and which are approved by the State of Vermont or the EPA.
- d. Grantor shall not perform or allow to be performed on the Property any construction activities which will change ground water conditions.
- e. Grantor shall not engage in any use which would disturb or tend to disturb the integrity of any portion of the remedial action, including, but not limited to, the multi-barrier caps landfill gas control system, the permeable reactive barrier, the bio-enhanced natural attenuation system, and wetlands restoration or replication, whether in place now or to be put in place in the future, and any use which would disturb or tend to disturb or interfere with the functioning of any necessary system for the monitoring of the effectiveness of the remedial action.
- f. With respect to the Property, Grantor shall not engage in any uses or activities which interfere with, in any way, the surface water management controls which are necessary in conjunction with the implementation of the remedial action.

- g. No cellars shall be constructed in that part of the Property known as the Maple Ridge Trailer Park on any portion of that property in perpetuity. Grantor shall notify Grantees and the EPA, at least 10 working days in advance, of any excavation on the Property which would occur within the Maple Ridge Trailer Park. However, if such excavation is necessary to prevent a health hazard, notification shall be given immediately upon the determination such excavation is necessary, and, thereafter, excavation may proceed. Notwithstanding anything herein to the contrary, notification under this paragraph shall be made by telephone, followed immediately by written notice. Grantor shall also give prior written notice of potential hazards which could result from such excavation to anyone preparing to conduct such excavation.
- h. Grantor and each Grantee covenant and agree:
  - i. To use existing roads whenever possible in connection with utilizing their access rights under Paragraph 1.
  - ii. To not block access along or otherwise interfere with the use of any existing roads or roads established in the future.
  - iii. That if their actions on a road currently existing or created in the future cause damage to that road the party responsible for causing the damage shall repair the road.
  - iv. To not interfere with underground utilities. The Grantor and its successors, heirs, and assigns shall have the right to connect to any underground electric service located in the Property, provided that such a connection does not interfere with the use of that service by Grantees.

**3. Determination of appropriate uses. Grantor may request a determination as to whether a use or activity is consistent with these Environmental Restrictions. Failure to seek such a determination does not limit any Grantee from enforcing the terms of these Environmental Restrictions or create a defense for grantor for violating the terms of this easement.**

- a. The Grantor may request in writing that the Grantee Vermont Agency of Natural Resources determine whether an activity is permitted under these Environmental Restrictions. Grantor shall send a copy of any such request to each other Grantee and the EPA contemporaneously with its request to the Vermont Agency of Natural Resources.
- b. Any determination by the Grantee Vermont Agency of Natural Resources shall be signed by the Commissioner of the Vermont Department of Environmental Conservation after a reasonable opportunity for review and comment by the EPA.

Any determination made under this Paragraph 3 shall be binding on Grantor and all Grantees and their successors in interest and assigns.

- c. This determination shall be recorded in the Town of Lyndon land records by the Grantor within twenty-one (21) days of receipt. A certified copy of the same with the recording stamps shall be filed with the Vermont Agency of Natural Resources and EPA within twenty-one (21) days of the date of recording.
- d. The Grantor shall send copies of all determinations to the Grantees within twenty-one (21) days of the date of recording.

**4. Groundwater use restrictions and covenant.**

- a. Grantor for itself, its assigns, and successors in interest hereby grants, sells, conveys and confirms to the Grantees and their successors and assigns an easement in gross over the Property to draw, divert, extract, consume, convey, use and enjoy the groundwater located on or underlying the Property for the sole purposes of monitoring and remediating the groundwater.
- b. The term “groundwater” as used in these Environmental Restrictions shall be defined as provided by 10 V.S.A. § 1410(b)(1) as water below the land surface.
- c. The Grantor acknowledges, agrees, and covenants with the State of Vermont, that it will refrain from drawing, extracting, consuming, conveying, or using in any manner the groundwater located on or underlying the Property, until such time as the Grantee, Vermont Agency of Natural Resources, notifies Grantor the groundwater underlying the property does not exceed groundwater enforcement standards, established pursuant to the Vermont Groundwater Protection Rule and Strategy.

**5. General Provisions.**

- a. Modification or termination of these Environmental Restrictions.
  - i. The Environmental Restriction may be modified or terminated in whole or in part upon written agreement of the Grantor, Grantee Agency of Natural Resources, and the EPA and recorded in the land records in the Town of Lyndon.
  - ii. Grantee Vermont Agency of Natural Resources may terminate, in whole or in part, the above Environmental Restrictions at such time or times, if ever, when the Grantee Agency of Natural Resources in its sole reasonable discretion, determine that the purposes for which these Environmental Restrictions were created have been achieved.

- iii. Modification or Termination of these Environmental Restrictions under this Paragraph 5(a) shall be binding on all Grantees.
- b. Acknowledgment of EPA as Third Party Beneficiary. Grantor by its execution of this deed, and Grantees by their signed acceptance of this deed acknowledge that the EPA is a third party beneficiary to these Environmental Restrictions, and Grantor and Grantees for their successors and assigns covenant not to contest the ability of the EPA to utilize or enforce any provision or restriction contained within these Environmental Restrictions.
- c. Reservation to Grantor. Grantor hereby reserves unto itself, its successors in interest and assigns, all rights and privileges in and to the use of the Property which are not incompatible with these Environmental Restrictions.
- d. No public right of access. These Environmental Restrictions convey no right of access or use by the general public to any portion of the Property.
- e. Notice in conveyances. Grantor agrees to include in any instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases, and mortgages, a notice in the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO THE EFFECT OF A DEED OF EASEMENTS, RIGHTS OF ACCESS, RESTRICTIVE COVENANTS AND OTHER INTERESTS DATED \_\_\_\_\_, 2006, AND RECORDED IN BOOK \_\_\_\_\_, PAGES \_\_\_\_\_ OF THE LYNDON TOWN LAND RECORDS, IN FAVOR OF, AND ENFORCEABLE BY THE STATE OF VERMONT AND/OR THE UNITED STATES, INCLUDING BUT NOT LIMITED TO USE RESTRICTIONS AND A PROHIBITION ON WELL DRILLING.

- f. Enforcement.
  - i. Any Grantee or the EPA shall be entitled to enforce the terms of these Environmental Restrictions by resort to specific performance or other legal process.
  - ii. All reasonable costs and expenses incurred by Grantee Agency of Natural Resources and the EPA including, but not limited to, attorneys' fees, incurred in any enforcement action shall be borne by the Grantor or successors in interest to the Property.
  - iii. All remedies available hereunder shall be in addition to any and all remedies at law or in equity, including but not limited to CERCLA. Nothing in this deed shall be construed to limit or otherwise affect EPA's or the State of Vermont's rights of entry and access provided by law or regulation.

- iv. Enforcement of the terms of these Environmental Restrictions shall be at the discretion of the Grantees and the EPA, and any forbearance, delay or omission to exercise their rights under these Environmental Restrictions shall not be deemed to be a waiver by the Grantees and the EPA of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Grantees and the EPA under these Environmental Restrictions.
  - v. In addition to equitable and injunctive relief, any Grantee shall be entitled to recover damages for violations of the terms of these Environmental Restrictions, or for any injury to the remedial action.
  - vi. Grantee Agency of Natural Resources and the EPA shall be entitled to recover damages for injury to the public or to the environment protected by these Environmental Restrictions.
- g. Notice Requirements
- i. The official service list shall be maintained by Grantee Vermont Agency of Natural Resources and shall be available upon the request of Grantor or any Grantee.
  - ii. Grantor and each Grantee shall provide Grantee Vermont Agency of Natural Resources with a point of contact and address for notices under these Environmental Restrictions.
  - iii. Grantor and each Grantee shall provide notice to all other parties to these Environmental Restrictions of a change in the point of contact information 30 days prior to such a change being made.
  - iv. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other shall be in writing and shall either be served personally or sent by certified mail to all points of contact on the official service list.
- h. Dispute Resolution. In the event of a disagreement between Grantor and Grantees under this easement, the following dispute resolution provisions shall be followed If Vermont Department of Environmental Conservation Commissioner (“Commissioner”) determines, in the Commissioner’s sole reasonable discretion, that the disagreement has the potential to create a threat to public health or the environment the Commissioner may waive these dispute resolution provisions:
- i. The Grantor or any Grantee may initiate dispute resolution by providing written notice to the other party, identifying the matter(s) in dispute and

requesting that this process be initiated. In the event of such notice, the parties will attempt to resolve the disagreement(s) through informal discussions within ten (10) working days after receipt of such notice.

- ii. If informal discussions are unable to resolve the dispute within the ten (10) working day period, the disagreement(s) the Grantor and Grantees shall each submit to the others a written summary of the matter in dispute and a statement of their position on that matter ("Statement of Position"), including any data, analysis, or opinion supporting that position and all supporting documentation relied upon.
  - iii. Within ten (10) working days of submitting the Statement of Position, the Grantor and Grantees shall confer and attempt to resolve the dispute. If after the ten (10) working day period there is no resolution, then the Grantee Vermont Agency of Natural Resources shall compile an administrative record consisting of all documents submitted by any party. Based upon that record, the Commissioner shall issue a written decision and will send the decision to the Grantor and Grantees within thirty (30) working days. The decision of the Commissioner will be the final position of the Grantor and Grantees and shall be binding on the Parties, unless a court grants review of the dispute.
  - iv. If a court reviews a dispute under these environmental restrictions, such review shall be limited to the record established under Paragraph 5(h)(iii).
  - v. Time periods for the resolution of disputes may be extended or shortened by mutual agreement of the Grantor and all Grantees. The Parties agree to use their best efforts to resolve all disputes at the earliest possible time taking into consideration the primary objective of protecting the public health, welfare, safety and the environment.
- i. Construction of these environmental restrictions.
- i. The laws of the State of Vermont shall govern the interpretation and performance of these Environmental Restrictions.
  - ii. Any general rule of construction to the contrary notwithstanding, these Environmental Restrictions shall be liberally construed to effect the purpose of this instrument and the policy and purpose of CERCLA and 10 V.S.A. Chapter 159.
  - iii. If any provision of these Environmental Restrictions is found to be ambiguous, an interpretation consistent with the purpose of these Environmental Restrictions that would render the provision valid shall be favored over any interpretation that would render it invalid.

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- iv. If any provision of these Environmental Restrictions, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of these Environmental Restrictions, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.
- j. Environmental restrictions to run with the land. The covenants, terms, conditions, and restrictions of these Environmental Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
- k. Assignability. The rights of the Grantee, Agency of Natural Resources, under these Environmental Restrictions are freely assignable, subject to the notice provisions hereof. The rights of all other Grantees and Grantor are assignable subject to the approval of the Grantee, Agency of Natural Resources, and the notice provisions of Paragraph 5(g).
- l. Recording. The parties may execute these Environmental Restrictions in two or more counterparts, which shall, in the aggregate, be signed by the parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

Grantees for themselves, their successors, and assigns by their signed acceptance of these Environmental Restrictions acknowledge the terms and conditions of these Environmental Restrictions and agree to be bound thereby

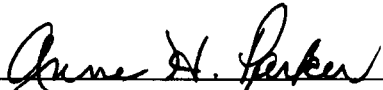
TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantees, State of Vermont Agency of Natural Resources; Ethan Allen Global, Inc., Fairbanks Scales, Inc., and Robert Bosch Tool Corporation, and their successors in interest and assigns, to their own use and behoof forever;

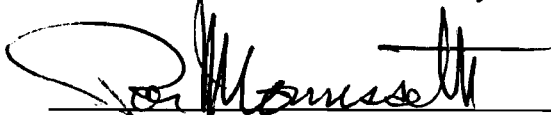
And the Anne H. Parker Revocable Family Trust, Grantor acting through Anne H. Parker and Peter J. Morrisette, Trustee and Successor Trustee, respectively, for said trust, and its successors in interest and assigns, do covenant with the said Grantees, State of Vermont Agency of Natural Resources; Ethan Allen Global, Inc., Fairbanks Scales, Inc., and Robert Bosch Tool Corporation, and their successors in interest and assigns, that until the enrolling of these presents, said trust is the sole owner of the premises and has good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE, except for utility line easements of record, and we hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever.



66357

We hereunto set our hands and seals this 18<sup>th</sup> day of October, 2006.

  
\_\_\_\_\_  
ANNE H. PARKER, Trustee  
Anne H. Parker Revocable Family Trust

  
\_\_\_\_\_  
PETER J. MORRISSETTE, Trustee  
Anne H. Parker Revocable Family Trust

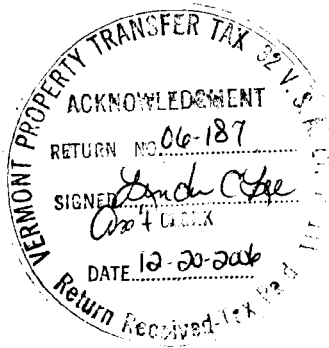
STATE OF VERMONT  
COUNTY OF CALEDONIA, ss.

At St Johnsbury this 18<sup>th</sup> day of October, 2006, ANNE H. PARKER, and  
PETER J. MORRISSETTE, Trustees of the Anne H. Parker Revocable Family Trust, Grantor,  
personally appeared, and they acknowledged this instrument, by them sealed and subscribed, to  
be their free acts and deeds and the free act and deed of the Anne H. Parker Revocable Family  
Trust.

Before me   
\_\_\_\_\_  
Notary Public  
My Commission Expires: 2/10/07

**EXHIBIT A****66357**

Being a parcel of land located on Town Highway #36, also known as Lily Pond Road, in Lyndon, Vermont and being all and the same land and premises conveyed to the Anne H. Parker Revocable Family Trust by Quitclaim Deeds of Anne H. Parker dated September 11, 1992 and recorded in Book 109 at Page 341 of the Lyndon land records and dated March 13, 1995 and recorded in Book 116 at Page 567 of the Lyndon land records except land and premises conveyed to the Parker Family Irrevocable Trust by Warranty Deed of the Anne H. Parker Revocable Family Trust, the Dean G. Parker Revocable Family Trust, and Steven R. Parker dated October 18, 2006 and to be recorded in the Lyndon land records. The property is further described as a portion of the land and premises conveyed by Warranty Deed of G. Walter Clifford and Rita R. Clifford to Dean G. Parker dated December 22, 1971 and recorded in Book 55 at Page 456 of the Lyndon land records. Reference is also hereby made to a Quitclaim Deed from Anne H. Parker and Peter J. Morrisette, trustees of the Anne H. Parker Revocable Family Trust and the Dean G. Parker Revocable Family Trust to Steven R. Parker dated October 18, 2006 and to be recorded in Lyndon land records, the purpose of which was to confirm the location of certain boundary lines.

**LYNDON, VT. TOWN CLERK'S OFFICE**

RECEIVED FOR RECORD

Nov 14

A.D. 20 06

At 7 o'clock 35 Minutes A M

And Recorded in Book 180 Page 124-130

Of Lyndon Land Records

Attest: [Signature]

[Signature]

## RATE SCHEDULE

### 1. Tax on Special Rate Property:

- |   |                      |
|---|----------------------|
| a. Value of purchaser's principal residence (not to exceed \$100,000) (See Instructions)..... | 1. a. \$ <u>0.00</u> |
| b. Value of property enrolled in current use program .....                                    | b. \$ _____          |
| c. Value of qualified working farm .....  | c. \$ _____          |
| d. Add Lines 1a, b and c .....  | d. \$ <u>0.00</u>    |
| e. Tax rate .....   | e. <u>0.005</u>      |
| f. Tax due on Special Rate Property: Multiply Line 1d by Line 1e.....                         | f. \$ <u>0.00</u>    |

### 2. Tax on General Rate Property:

- |  |                      |
|--|----------------------|
| a. Enter amount from Line O on front of return .....                   | 2. a. \$ <u>0.00</u> |
| b. Enter amount from Line 1d of Rate Schedule above .....              | b. \$ <u>0.00</u>    |
| c. Subtract Line 2b from Line 2a .....                                 | c. \$ <u>0.00</u>    |
| d. Tax Rate .....  | d. <u>0.0125</u>     |
| e. Tax due on General Rate Property: Multiply Line 2c by Line 2d ..... | e. \$ <u>0.00</u>    |

### 3. Total Tax Due:

Add Lines 1f and 2e and enter here and on line P on front of return ..... 3. \$ 0.00

## LOCAL AND STATE PERMITS AND ACT 250 CERTIFICATES

Buyer(s) and Seller(s) certify as follows:

- A. That they have investigated and disclosed to every party to this transaction all of their knowledge relating to flood regulations, if any, affecting the property.
- B. That the seller(s) advised the buyer(s) that local and state building regulations, zoning regulations and subdivision regulations and wastewater system and potable water supply rules under Chapter 64 of Title 10 pertaining to the property may limit significantly the use of the property.
- C. That this transfer is in compliance with or is exempt from the wastewater system and potable water supply rules of the Agency of Natural Resources for the following reasons:

1. This property is the subject of Permit No. \_\_\_\_\_ and is in compliance with said permit, or
2. This property and any retained parcel is exempt from the wastewater system and potable water supply rules because (see instructions for exemptions):

- a. Parcel to be sold: \_\_\_\_\_ Exemption Number \_\_\_\_\_
- b. Parcel retained: \_\_\_\_\_ Exemption Number \_\_\_\_\_

Seller(s) further certifies as follows:

- D. That this transfer of real property and any development thereon is in compliance with or exempt from 10 V.S.A. Chapter 151, Vermont's Land Use and Development law (Act 250), for the following reason:

1. This property is the subject of Act 250 Permit No. \_\_\_\_\_ and is in compliance with said permit, or
2. This property is exempt from Act 250 because: (list exemption number from Line D in instructions) \_\_\_\_\_

- E. That this transfer ~~does~~/does not (strike one) result in a partition or subdivision of land. Note: If it does, an Act 250 Disclosure Statement must be attached to this return before filing with the town clerk (see Line E instructions).

## WITHHOLDING CERTIFICATION

- ☐ Buyer(s) certifies that Vermont income tax has been withheld from the purchase price and will be remitted to the Commissioner of Taxes with Form RW-171 within 30 days from the transfer, OR that the transfer is exempt from income tax withholding for the following reason (check one):
- ☒ 1. Under penalties of perjury, seller(s) certifies that at the time of transfer, each seller was a resident of Vermont or an estate.
- ☐ 2. Buyer(s) certifies that the parties obtained withholding certificate no. \_\_\_\_\_ from the Commissioner of Taxes in advance of this sale.
- ☐ 3. Buyer(s) certifies that this is a transfer without consideration. (See instructions for Form RW-171).
- ☐ 4. Seller(s) is a mortgagor conveying the mortgaged property to a mortgagee in a foreclosure or transfer in lieu of foreclosure, with no additional consideration.

WE HEREBY SWEAR AND AFFIRM THAT THIS RETURN, INCLUDING ALL CERTIFICATES, IS TRUE, CORRECT AND COMPLETE TO THE BEST OF OUR KNOWLEDGE.

SELLER(S) SIGNATURE(S)	DATE	BUYER(S) SIGNATURE(S)	DATE
Anne H. Parker Revocable Trust	10/10/06	(VANR)	11/2/06
PM		(EAG)	
AP		(FSI)	
Trustees		(RBTC)	

Preparer's Signature Jill Broderick

Prepared by Jill Broderick, Esq.

Preparer's Address POB 248, St. Johnsbury, VT 05819

Buyer's Representative \_\_\_\_\_  
(Print or Type)

Tel. \_\_\_\_\_

## RATE SCHEDULE

### 1. Tax on Special Rate Property:

- |   |               |
|---|---------------|
| a. Value of purchaser's principal residence (not to exceed \$100,000) (See Instructions)..... | 1. a. \$ 0.00 |
| b. Value of property enrolled in current use program .....                                    | b. \$         |
| c. Value of qualified working farm .....  | c. \$         |
| d. Add Lines 1a, b and c .....  | d. \$ 0.00    |
| e. Tax rate .....   | e. 0.005      |
| f. Tax due on Special Rate Property: Multiply Line 1d by Line 1e.....                         | f. \$ 0.00    |

### 2. Tax on General Rate Property:

- |  |               |
|--|---------------|
| a. Enter amount from Line O on front of return .....                   | 2. a. \$ 0.00 |
| b. Enter amount from Line 1d of Rate Schedule above .....              | b. \$ 0.00    |
| c. Subtract Line 2b from Line 2a .....                                 | c. \$ 0.00    |
| d. Tax Rate .....  | d. 0.0125     |
| e. Tax due on General Rate Property: Multiply Line 2c by Line 2d ..... | e. \$ 0.00    |

### 3. Total Tax Due:

Add Lines 1f and 2e and enter here and on line P on front of return .....	3. \$ 0.00
---	------------

## LOCAL AND STATE PERMITS AND ACT 250 CERTIFICATES

Buyer(s) and Seller(s) certify as follows:

- A. That they have investigated and disclosed to every party to this transaction all of their knowledge relating to flood regulations, if any, affecting the property.  
 B. That the seller(s) advised the buyer(s) that local and state building regulations, zoning regulations and subdivision regulations and wastewater system and potable water supply rules under Chapter 64 of Title 10 pertaining to the property may limit significantly the use of the property.  
 C. That this transfer is in compliance with or is exempt from the wastewater system and potable water supply rules of the Agency of Natural Resources for the

following reasons:

1. This property is the subject of Permit No. \_\_\_\_\_ and is in compliance with said permit, or  
 2. This property and any retained parcel is exempt from the wastewater system and potable water supply rules because (see instructions for exemptions):  
     a. Parcel to be sold: \_\_\_\_\_ Exemption Number \_\_\_\_\_  
     b. Parcel retained: \_\_\_\_\_ Exemption Number \_\_\_\_\_

Seller(s) further certifies as follows:

- D. That this transfer of real property and any development thereon is in compliance with or exempt from 10 V.S.A. Chapter 151, Vermont's Land Use and Development law (Act 250), for the following reason:  
 1. This property is the subject of Act 250 Permit No. \_\_\_\_\_ and is in compliance with said permit, or  
 2. This property is exempt from Act 250 because: (list exemption number from Line D in instructions) \_\_\_\_\_  
 E. That this transfer does/does not (strike one) result in a partition or subdivision of land. Note: If it does, an Act 250 Disclosure Statement must be attached to this return before filing with the town clerk (see Line E instructions).

## WITHHOLDING CERTIFICATION

- ☐ Buyer(s) certifies that Vermont income tax has been withheld from the purchase price and will be remitted to the Commissioner of Taxes with Form RW-171 within 30 days from the transfer, OR that the transfer is exempt from income tax withholding for the following reason (check one):
- ☒ 1. Under penalties of perjury, seller(s) certifies that at the time of transfer, each seller was a resident of Vermont or an estate.  
☐ 2. Buyer(s) certifies that the parties obtained withholding certificate no. \_\_\_\_\_ from the Commissioner of Taxes in advance of this sale.  
☐ 3. Buyer(s) certifies that this is a transfer without consideration. (See instructions for Form RW-171).  
☐ 4. Seller(s) is a mortgagor conveying the mortgaged property to a mortgagee in a foreclosure or transfer in lieu of foreclosure, with no additional consideration.

WE HEREBY SWEAR AND AFFIRM THAT THIS RETURN, INCLUDING ALL CERTIFICATES, IS TRUE, CORRECT AND COMPLETE TO THE BEST OF OUR KNOWLEDGE.

SELLER(S) SIGNATURE(S)	DATE	BUYER(S) SIGNATURE(S)	DATE
Anne H. Parker Revocable Trust		(VANR)	
PM		(EAG) <i>[Signature]</i>	10/24/06
AP		(FSI)	
Trustees		(PBTC)	

Preparer's Signature \_\_\_\_\_ Prepared by Jill Broderick, Esq.

Preparer's Address POB 248, St. Johnsbury, VT 05819 Buyer's Representative \_\_\_\_\_ Tel. \_\_\_\_\_  
 (Print or Type)

## RATE SCHEDULE

<b>1. Tax on Special Rate Property:</b>		
a. Value of purchaser's principal residence (not to exceed \$100,000) (See Instructions).....	1. a. \$	0.00
b. Value of property enrolled in current use program .....	b. \$	
c. Value of qualified working farm .....	c. \$	
d. Add Lines 1a, b and c .....	d. \$	0.00
e. Tax rate .....	e.	0.005
f. Tax due on Special Rate Property: Multiply Line 1d by Line 1e.....	f. \$	0.00
<b>2. Tax on General Rate Property:</b>		
a. Enter amount from Line O on front of return .....	2. a. \$	0.00
b. Enter amount from Line 1d of Rate Schedule above .....	b. \$	0.00
c. Subtract Line 2b from Line 2a .....	c. \$	0.00
d. Tax Rate .....	d.	0.0125
e. Tax due on General Rate Property: Multiply Line 2c by Line 2d .....	e. \$	0.00
<b>3. Total Tax Due:</b>		
Add Lines 1f and 2e and enter here and on line P on front of return .....	3. \$	0.00

## LOCAL AND STATE PERMITS AND ACT 250 CERTIFICATES

Buyer(s) and Seller(s) certify as follows:

- A. That they have investigated and disclosed to every party to this transaction all of their knowledge relating to flood regulations, if any, affecting the property.
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- C. That this transfer is in compliance with or is exempt from the wastewater system and potable water supply rules of the Agency of Natural Resources for the following reasons:
1. This property is the subject of Permit No. \_\_\_\_\_ and is in compliance with said permit, or
2. This property and any retained parcel is exempt from the wastewater system and potable water supply rules because (see instructions for exemptions):
- a. Parcel to be sold: \_\_\_\_\_ Exemption Number \_\_\_\_\_
- b. Parcel retained: \_\_\_\_\_ Exemption Number \_\_\_\_\_

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1. This property is the subject of Act 250 Permit No. \_\_\_\_\_ and is in compliance with said permit, or
2. This property is exempt from Act 250 because: (list exemption number from Line D in instructions) \_\_\_\_\_
- E. That this transfer does/does not (strike one) result in a partition or subdivision of land. Note: If it does, an Act 250 Disclosure Statement must be attached to this return before filing with the town clerk (see Line E instructions).

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SELLER(S) SIGNATURE(S)	DATE	BUYER(S) SIGNATURE(S)	DATE
Anne H. Parker Revocable Trust		(VANR)	
PM		(EAG)	
AP		(FSI)	10/25/06
Trustees		(BBTC)	

Preparer's Signature \_\_\_\_\_ Prepared by Jill Broderick, Esq.

Preparer's Address POB 248, St. Johnsbury, VT 05819 Buyer's Representative \_\_\_\_\_ Tel. \_\_\_\_\_  
(Print or Type)

## RATE SCHEDULE

<b>1. Tax on Special Rate Property:</b>		
a. Value of purchaser's principal residence (not to exceed \$100,000) (See Instructions).....	1. a. \$	0.00
b. Value of property enrolled in current use program .....	b. \$	
c. Value of qualified working farm .....	c. \$	
d. Add Lines 1a, b and c .....	d. \$	0.00
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<b>2. Tax on General Rate Property:</b>		
a. Enter amount from Line O on front of return .....	2. a. \$	0.00
b. Enter amount from Line 1d of Rate Schedule above .....	b. \$	0.00
c. Subtract Line 2b from Line 2a .....	c. \$	0.00
d. Tax Rate .....	d.	0.0125
e. Tax due on General Rate Property: Multiply Line 2c by Line 2d .....	e. \$	0.00
<b>3. Total Tax Due:</b>		
Add Lines 1f and 2e and enter here and on line P on front of return .....	3. \$	0.00

## LOCAL AND STATE PERMITS AND ACT 250 CERTIFICATES

Buyer(s) and Seller(s) certify as follows:

- A. That they have investigated and disclosed to every party to this transaction all of their knowledge relating to flood regulations, if any, affecting the property.
- B. That the seller(s) advised the buyer(s) that local and state building regulations, zoning regulations and subdivision regulations and wastewater system and potable water supply rules under Chapter 64 of Title 10 pertaining to the property may limit significantly the use of the property.
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1. This property is the subject of Permit No. \_\_\_\_\_ and is in compliance with said permit, or
2. This property and any retained parcel is exempt from the wastewater system and potable water supply rules because (see instructions for exemptions):
- a. Parcel to be sold: \_\_\_\_\_ Exemption Number \_\_\_\_\_
- b. Parcel retained: \_\_\_\_\_ Exemption Number \_\_\_\_\_

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1. This property is the subject of Act 250 Permit No. \_\_\_\_\_ and is in compliance with said permit. or
2. This property is exempt from Act 250 because: (list exemption number from Line D in instructions) \_\_\_\_\_
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WE HEREBY SWEAR AND AFFIRM THAT THIS RETURN, INCLUDING ALL CERTIFICATES, IS TRUE, CORRECT AND COMPLETE TO THE BEST OF OUR KNOWLEDGE.			
SELLER(S) SIGNATURE(S)	DATE	BUYER(S) SIGNATURE(S)	DATE
Anne H. Parker Revocable Trust		(VANR)	
PM		(EAG)	
AP		(FSI)	
Trustees		(RBTC) <i>[Signature]</i>	10/24/06
<p>Preparer's Signature _____ Prepared by <u>Jill Broderick, Esq.</u></p> <p>Preparer's Address <u>POB 248, St. Johnsbury, VT 05819</u> Buyer's Representative _____ Tel. _____</p> <p style="text-align: center; font-size: small;">(Print or Type)</p>			

66358

**DEED OF EASEMENTS, RIGHTS OF ACCESS, RESTRICTIVE COVENANTS AND  
OTHER INTERESTS**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS, Grantor, Dean G. Parker Revocable Family Trust, through Anne H. Parker and Peter J. Morrisette, Trustees, is the owner of two parcels of land and improvements situated thereon located in the County of Caledonia, State of Vermont, more particularly described in Exhibit A (the "Property"); and

WHEREAS, the Property is located adjacent to the Parker Landfill Superfund Site ("Site") which the U.S. Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., placed on the National Priorities List, set forth at 40 C.F.R.300, Appendix B, by publication in the Federal Register on February 21, 1990;

WHEREAS, the Site consists of the solid waste landfill and a portion of the surrounding areas impacted or potentially impacted by the release of hazardous substances, pollutants or contaminants from the landfill. The Site is the subject of a remedial action required by the EPA and the Vermont Agency of Natural Resources;

WHEREAS, in a Record of Decision dated April 4, 1995, the Regional Administrator selected a "remedial action" for the Site, which provides, in part, for the following actions:

the design and construction of a multi-layer, low hydraulic conductivity cap over the landfill; surface water management control devices including a siltation pond, culverts, and drainage and wetland areas; long term monitoring and remediation of the groundwater, surface water, and sediments; post removal site control; construction of gas control system; wetlands restoration or replication; and implementation of institutional controls, including deed restrictions and/or other controls to prohibit the future use of the Restricted Area in any manner that would compromise the integrity of the cap, its related systems, and the groundwater;

WHEREAS, the multi-layer cap is served by an access road, a portion of which lies in close proximity to the cap; and the cap, the gas control system components, and the surface water management control features are located within the "Restricted Area", as such "Restricted Area" is shown on a plan entitled "Parker Family Irrevocable Trust, Restricted Area", dated October 25, 2006, which plan will be recorded on an approximately even date herewith in the Lyndon Town Land Records;

WHEREAS, the EPA and the State of Vermont Agency of Natural Resources have determined that certain easements, rights, obligations, covenants and restrictions, as more particularly set forth below, are necessary to protect and maintain the integrity and effectiveness of the remedial actions all as required by a Consent Decree filed by the U.S. District Court, District of Vermont, on April 15, 1999 in the matter of United States and State of Vermont v.

Dean Parker, et al (the "Consent Decree") and a Unilateral Administrative Order entered by the United States against Vermont American Corporation; and

WHEREAS Grantor wishes to cooperate fully in the implementation of all such remedial actions at the Site;

NOW, THEREFORE,

The Dean G. Parker Revocable Family Trust acting through its Trustees, Anne H. Parker and Peter J. Morrisette, (Anne H. Parker and Peter J. Morrisette both residing in Lyndonville, Vermont), Grantor, in consideration of the above recitals and the mutual covenants set forth herein, and other consideration, the receipt and sufficiency of which is acknowledged, by these presents, does for itself and its successors and assigns freely, GIVE, GRANT, SELL, CONVEY AND CONFIRM unto State of Vermont Agency of Natural Resources; Ethan Allen Global, Inc., a Delaware corporation, with its corporate offices located in Danbury, Connecticut; Fairbanks Scales, Inc. a Kansas corporation with its corporate offices located in Kansas City, Missouri; and Robert Bosch Tool Corporation, a Delaware corporation with its corporate offices located in Mount Prospect, Illinois, Grantees, their successors in interest and assigns forever, the following interests, easements, rights, obligations, covenants, and restrictions (hereinafter referred to as the "Environmental Restrictions") in the Property described within Exhibit A attached hereto.

1. **Access Rights. An easement for access in, on, upon, through, over and under, and a right of access to the Property, to and for the benefit of the Grantees and their designees for the purpose of conducting any lawful activity related to the Consent Decree or any other enforcement agreement, including, but not limited to, the following purposes:**

- a. Monitoring and implementing the Consent Decree or any other enforcement agreement, including operation and maintenance of the cap and the gas removal system, treatment of ground water, and any future response or remedial actions.
- b. Compiling and verifying any data or information submitted to the United States and the State of Vermont.
- c. Conducting investigations relating to the contamination at or near the Restricted Area.
- d. Obtaining samples.
- e. Monitoring of the ground water, surface water or air.
- f. Assessing compliance with the consent decree and other enforcement agreements.



- g. Conducting other investigations and response or remedial actions consistent with CERCLA, the NCP and/or other applicable State or Federal environmental regulations.
- h. Assessing the need for, planning, or implementing this or additional response or remedial actions pursuant to CERCLA, corrective actions pursuant to 10 V.S.A. § 6615b, or any other appropriate response pursuant to State or Federal environmental law or regulation.

2. **Restricted uses and activities. The Grantor, for itself, its successors in interest, and assigns, agrees and covenants with the Grantees, their successors in interest and assigns, that the Grantor shall neither perform, nor suffer, allow or cause any other person to perform, any activities or uses in, on, upon, through, over or under the Property which in any way compromise the remedy as required by the Consent Decree and other enforcement agreements including, without limitation, any activities that violate of one or more of the following conditions:**

- a. Grantor shall comply with all federal, state, and local laws and regulations regarding the handling and disposal of hazardous substances, pollutants or contaminants.
- b. Grantor shall not use the Property or allow the Property to be used so as to unreasonably interfere with any investigations of the environmental conditions or remedial activities at the Site.
- c. Grantor shall not use or allow the use of the groundwater underlying the Property and shall not install or allow the installation of wells, for any purpose, except wells used for the purpose of environmental monitoring or remediation and which are approved by the State of Vermont or the EPA.
- d. Grantor shall not perform or allow to be performed on the Property any construction activities which will change ground water conditions.
- e. Grantor shall not engage in any use which would disturb or tend to disturb the integrity of any portion of the remedial action, including, but not limited to, the multi-barrier caps landfill gas control system, the permeable reactive barrier, the bio-enhanced natural attenuation system, and wetlands restoration or replication, whether in place now or to be put in place in the future, and any use which would disturb or tend to disturb or interfere with the functioning of any necessary system for the monitoring of the effectiveness of the remedial action.
- f. Grantor shall not engage in any uses or activities which interfere with, in any way, the surface water management controls which are necessary in conjunction with the implementation of the remedial action.

g. Grantor and each Grantee covenant and agree:

- i. To use existing roads whenever possible in connection with utilizing their access rights under Paragraph 1.
- ii. To not block access along or otherwise interfere with the use of any existing roads or roads established in the future.
- iii. That if their actions on a road currently existing or created in the future cause damage to that road the party responsible for causing the damage shall repair the road.
- iv. To not interfere with underground utilities. The Grantor and its successors and assigns shall have the right to connect to any underground electric service located in the Property, provided that such a connection does not interfere with the use of that service by Grantees.

**3. Determination of appropriate uses. Grantor may request a determination as to whether a use or activity is consistent with these Environmental Restrictions. Failure to seek such a determination does not limit any Grantee from enforcing the terms of these Environmental Restrictions or create a defense for grantor for violating the terms of this easement:**

- a. The Grantor may request in writing that the Grantee Vermont Agency of Natural Resources determine whether an activity is permitted under these Environmental Restrictions. Grantor shall send a copy of any such request to each other Grantee and the EPA contemporaneously with its request to the Vermont Agency of Natural Resources.
- b. Any determination by the Grantee Vermont Agency of Natural Resources shall be signed by the Commissioner of the Vermont Department of Environmental Conservation after a reasonable opportunity for review and comment by the EPA. Any determination made under this Paragraph 3 shall be binding on Grantor and all Grantees and their successors in interest and assigns.
- c. This determination shall be recorded in the Town of Lyndon land records by the Grantor within twenty-one (21) days of receipt. A certified copy of the same with the recording stamps shall be filed with the Vermont Agency of Natural Resources and EPA within twenty-one (21) days of the date of recording.
- d. The Grantor shall send copies of all determinations to the Grantees within twenty-one (21) days of the date of recording.

4. **Groundwater use restrictions and covenant.**

- a. Grantor for itself, its assigns, and successors in interest hereby grants, sells, conveys and confirms to the Grantees and their successors and assigns an easement in gross over the Property to draw, divert, extract, consume, convey, use and enjoy the groundwater located on or underlying the Property for the sole purposes of monitoring and remediating the groundwater.
- b. The term “groundwater” as used in these Environmental Restrictions shall be defined as provided by 10 V.S.A. § 1410(b)(1) as water below the land surface.
- c. The Grantor acknowledges, agrees, and covenants with the State of Vermont, that it will refrain from drawing, extracting, consuming, conveying, or using in any manner the groundwater located on or underlying the Property, until such time as the Grantee, Vermont Agency of Natural Resources, notifies Grantor the groundwater underlying the property does not exceed groundwater enforcement standards, established pursuant to the Vermont Groundwater Protection Rule and Strategy.

5. **General Provisions.**

- a. **Modification or termination of these Environmental Restrictions.**
  - i. The Environmental Restriction may be modified or terminated in whole or in part upon written agreement of the Grantor, Grantee Agency of Natural Resources, and the EPA and recorded in the land records in the Town of Lyndon.
  - ii. Grantee Vermont Agency of Natural Resources may terminate, in whole or in part, the above Environmental Restrictions at such time or times, if ever, when the Grantee Agency of Natural Resources in its sole reasonable discretion, determine that the purposes for which these Environmental Restrictions were created have been achieved.
  - iii. Modification or Termination of these Environmental Restrictions under this Paragraph 5(a) shall be binding on all Grantees.
- b. **Acknowledgment of EPA as Third Party Beneficiary.** Grantor by its execution of this deed, and Grantees by their signed acceptance of this deed acknowledge that the EPA is a third party beneficiary to these Environmental Restrictions, and Grantor and Grantees for their successors and assigns covenant not to contest the ability of the EPA to utilize or enforce any provision or restriction contained within these Environmental Restrictions.

- c. Reservation to Grantor. Grantor hereby reserves unto itself, its successors in interest and assigns, all rights and privileges in and to the use of the Property which are not incompatible with these Environmental Restrictions.
- d. No public right of access. These Environmental Restrictions convey no right of access or use by the general public to any portion of the Property.
- e. Notice in conveyances. Grantor agrees to include in any instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases, and mortgages, a notice in the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO THE EFFECT OF A DEED OF EASEMENTS, RIGHTS OF ACCESS, RESTRICTIVE COVENANTS AND OTHER INTERESTS DATED \_\_\_\_\_, 2006, AND RECORDED IN BOOK \_\_\_\_\_, PAGES \_\_\_\_\_ OF THE LYNDON TOWN LAND RECORDS, IN FAVOR OF, AND ENFORCEABLE BY THE STATE OF VERMONT AND/OR THE UNITED STATES, INCLUDING BUT NOT LIMITED TO USE RESTRICTIONS AND A PROHIBITION ON WELL DRILLING.

- f. Enforcement.
  - i. Any Grantee or the EPA shall be entitled to enforce the terms of these Environmental Restrictions by resort to specific performance or other legal process.
  - ii. All reasonable costs and expenses incurred by Grantee Agency of Natural Resources and the EPA including, but not limited to, attorneys' fees, incurred in any enforcement action shall be borne by the Grantor or successors in interest to the Property.
  - iii. All remedies available hereunder shall be in addition to any and all remedies at law or in equity, including but not limited to CERCLA. Nothing in this deed shall be construed to limit or otherwise affect EPA's or the State of Vermont's rights of entry and access provided by law or regulation.
  - iv. Enforcement of the terms of these Environmental Restrictions shall be at the discretion of the Grantees and the EPA, and any forbearance, delay or omission to exercise their rights under these Environmental Restrictions shall not be deemed to be a waiver by the Grantees and the EPA of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Grantees and the EPA under these Environmental Restrictions.

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- v. In addition to equitable and injunctive relief, any Grantee shall be entitled to recover damages for violations of the terms of these Environmental Restrictions, or for any injury to the remedial action.
- vi. Grantee Agency of Natural Resources and the EPA shall be entitled to recover damages for injury to the public or to the environment protected by these Environmental Restrictions.

g. Notice Requirements

- i. The official service list shall be maintained by Grantee Vermont Agency of Natural Resources and shall be available upon the request of Grantor or any Grantee.
- ii. Grantor and each Grantee shall provide Grantee Vermont Agency of Natural Resources with a point of contact and address for notices under these Environmental Restrictions.
- iii. Grantor and each Grantee shall provide notice to all other parties to these Environmental Restrictions of a change in the point of contact information 30 days prior to such a change being made.
- iv. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other shall be in writing and shall either be served personally or sent by certified mail to all points of contact on the official service list.

h. Dispute Resolution. In the event of a disagreement between Grantor and Grantees under this easement, the following dispute resolution provisions shall be followed If Vermont Department of Environmental Conservation Commissioner ("Commissioner") determines, in the Commissioner's sole reasonable discretion, that the disagreement has the potential to create a threat to public health or the environment the Commissioner may waive these dispute resolution provisions:

- i. The Grantor or any Grantee may initiate dispute resolution by providing written notice to the other party, identifying the matter(s) in dispute and requesting that this process be initiated. In the event of such notice, the parties will attempt to resolve the disagreement(s) through informal discussions within ten (10) working days after receipt of such notice.
- ii. If informal discussions are unable to resolve the dispute within the ten (10) working day period, the disagreement(s) the Grantor and Grantees shall each submit to the others a written summary of the matter in dispute and a statement of their position on that matter ("Statement of Position"),

including any data, analysis, or opinion supporting that position and all supporting documentation relied upon.

- iii. Within ten (10) working days of submitting the Statement of Position, the Grantor and Grantees shall confer and attempt to resolve the dispute. If after the ten (10) working day period there is no resolution, then the Grantee Vermont Agency of Natural Resources shall compile an administrative record consisting of all documents submitted by any party. Based upon that record, the Commissioner shall issue a written decision and will send the decision to the Grantor and Grantees within thirty (30) working days. The decision of the Commissioner will be the final position of the Grantor and Grantees and shall be binding on the Parties, unless a court grants review of the dispute.
  - iv. If a court reviews a dispute under these environmental restrictions, such review shall be limited to the record established under Paragraph 5(h)(iii).
  - v. Time periods for the resolution of disputes may be extended or shortened by mutual agreement of the Grantor and all Grantees. The Parties agree to use their best efforts to resolve all disputes at the earliest possible time taking into consideration the primary objective of protecting the public health, welfare, safety and the environment.
- i. Construction of these environmental restrictions.
- i. The laws of the State of Vermont shall govern the interpretation and performance of these Environmental Restrictions.
  - ii. Any general rule of construction to the contrary notwithstanding, these Environmental Restrictions shall be liberally construed to effect the purpose of this instrument and the policy and purpose of CERCLA and 10 V.S.A. Chapter 159.
  - iii. If any provision of these Environmental Restrictions is found to be ambiguous, an interpretation consistent with the purpose of these Environmental Restrictions that would render the provision valid shall be favored over any interpretation that would render it invalid.
  - iv. If any provision of these Environmental Restrictions, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of these Environmental Restrictions, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

- j. Environmental restrictions to run with the land. The covenants, terms, conditions, and restrictions of these Environmental Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
- k. Assignability. The rights of the Grantee, Agency of Natural Resources, under these Environmental Restrictions are freely assignable, subject to the notice provisions hereof. The rights of all other Grantees and Grantor are assignable subject to the approval of the Grantee, Agency of Natural Resources, and the notice provisions of Paragraph 5(g).
- l. Recording. The parties may execute these Environmental Restrictions in two or more counterparts, which shall, in the aggregate, be signed by the parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

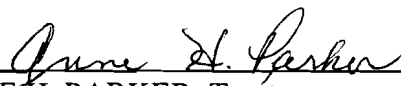
Grantees for themselves, their successors, and assigns by their signed acceptance of these Environmental Restrictions acknowledge the terms and conditions of these Environmental Restrictions and agree to be bound thereby.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantees State of Vermont Agency of Natural Resources; Ethan Allen Global, Inc., Fairbanks Scales, Inc., and Robert Bosch Tool Corporation, and their successors in interest and assigns, to their own use and behoof forever;

And the Dean G. Parker Revocable Family Trust, Grantor acting through Anne H. Parker and Peter J. Morrissette, Trustees and its successors in interest and assigns, do covenant with the said Grantees State of Vermont Agency of Natural Resources; Ethan Allen Global, Inc., Fairbanks Scales, Inc., and Robert Bosch Tool Corporation, and their successors in interest and assigns, that until the ensealing of these presents, said trust is the sole owner of the premises and has good right and title to convey the same in manner aforesaid, that they are

FREE FROM EVERY ENCUMBRANCE and we hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever.

We hereunto set our hands and seals this 18<sup>th</sup> day of October, 2006.

  
 ANNE H. PARKER, Trustee  
 Dean G. Parker Revocable Family Trust

# 66358 EXHIBIT A

The "PROPERTY" consists of the following two parcels:

1. Being a parcel of land consisting of 106 acres, more or less, located on Town Highway #36, also known as Lily Pond Road, and on Town Highway #68, also known as Brown Farm Road in Lyndon, Vermont and being all and the same land and premises conveyed to the Dean G. Parker Revocable Family Trust by (1) Quitclaim deed from Ray O. Parker & Son, Inc. dated February 2, 2005, and recorded in Book 166 at Page 352 of the Lyndon land records; (2) Quitclaim Deeds of Dean G. Parker dated September 11, 1992 and recorded in Book 109 at Page 335 of the Lyndon land records and dated March 13, 1995 and recorded in Book 116 at Page 565 of the Lyndon land records; and (3) "Corrective Warranty Deed (Ray O. Parker & Son, Inc.)" of Anne H. Parker and Peter J. Morrisette, Trustees of the Dean G. Parker Revocable Family Trust dated April 12, 2006 and recorded in Book 175 at Page 477 of the Lyndon land records except for land and premises conveyed by deeds of Anne H. Parker and Peter J. Morrisette, Trustees of the Dean G. Parker Revocable Family Trust as follows:

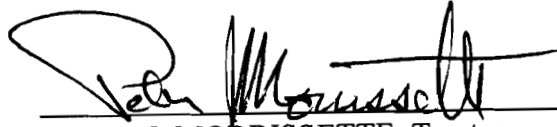
1. Warranty Deed to Steven R. Parker dated May 11, 2005 and recorded in Book 168 at Page 21 of the Lyndon land records.
2. Quitclaim Deed to Steven R. Parker dated October 18, 2006 and to be recorded in the Lyndon land records.
3. Warranty Deed to Kathleen A. Parker and William H. Clark dated May 3, 2004 and recorded in Book 160 and Page 535 of the Lyndon land records.
4. Warranty Deed to Clayton Bailey and Nancy Bailey dated May 10, 2002 and recorded in Book 145 at Page 469 of the Lyndon land records.
5. Warranty Deed to the Parker Family Irrevocable Trust dated October 18, 2006 and to be recorded in the Lyndon land records.

The property is further described as a portion of the land and premises conveyed to Dean G. Parker by Warranty Deed of Clayton R. Hoffman and Hortense B. Hoffman dated October 29, 1971 and recorded in Book 55 at Page 407 of the Lyndon land records and conveyed to Ray O. Parker and Son, Inc. by Warranty Deed of George W. Drown and Marjorie H. Drown dated June 27, 1985 and recorded in Book 85 at Page 463 of the Lyndon land records.

2. Being a parcel of land consisting of 20 acres, more or less, located on Town Highway #68, also known as Brown Farm Road, in Lyndon, Vermont, and being all and the same land and premises conveyed to the Dean G. Parker Revocable Family Trust by Quitclaim deed from D & A Enterprises, Inc. dated February 2, 2005, and recorded in Book 166 at Page 355 of the Lyndon land records and by Corrective Warranty Deed of Anne H. Parker and Peter J. Morrisette, Trustees of the Dean G. Parker Revocable Family Trust dated April 12, 2006 and recorded in Book 175 at Page 476 of the Lyndon land records. The property is further described as all and the same land and premises conveyed to D & A Enterprises, Inc. by Warranty Deed of Lloyd L. Thompson, III and Merle G. Thompson, formerly Merle Gallagher Walton, dated November 26, 1988 and recorded in Book 97 at Page 131 of the Lyndon land records.



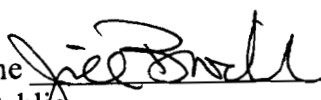
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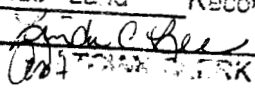


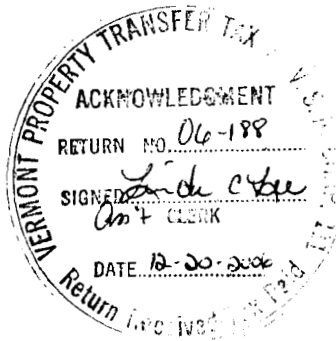
PETER J. MORRISSETTE, Trustee  
Anne H. Parker Revocable Family Trust

STATE OF VERMONT  
COUNTY OF CALEDONIA, ss.

At St Johnsbury this 18<sup>th</sup> day of October, 2006, ANNE H. PARKER, and  
PETER J. MORRISSETTE, Trustees of the Dean G. Parker Revocable Family Trust, Grantor,  
personally appeared, and they acknowledged this instrument, by them sealed and subscribed, to  
be their free acts and deeds and the free act and deed of the Dean G. Parker Revocable Family  
Trust.

Before me   
Notary Public  
My Commission Expires: 2/10/07

LYNDON, VT. TOWN CLERK'S OFFICE  
RECEIVED FOR RECORD  
Nov 14 A.D. 20 06  
At 7 o'clock 35 Minutes A M  
And Recorded in Book 180 Page 134-143  
Of Lyndon Land Records  
Attest:   
TOWN CLERK



# VERMONT PROPERTY TRANSFER TAX RETURN

VERMONT DEPARTMENT OF TAXES  
MONTPELIER, VERMONT 05633

(PLEASE TYPE OR PRINT CLEARLY)

<b>A SELLER'S (TRANSFEROR'S) NAME(S)</b>		COMPLETE MAILING ADDRESS FOLLOWING TRANSFER	SOCIAL SECURITY NO. OR TAXPAYER IDENT. NO.
Dean G. Parker Revocable Family Trust		PO Box 25, Lyndonville, VT 05851	
<b>B BUYER'S (TRANSFeree'S) NAME(S)</b>		COMPLETE MAILING ADDRESS FOLLOWING TRANSFER	SOCIAL SECURITY NO. OR TAXPAYER IDENT. NO.
Vermont Agency of Natural Resources		103 S. Main St., Center Bldg., Waterbury, VT 05671	
Ethan Allen Global, Inc.		Ethan Allen Drive, Danbury, CT 06811	
Fairbanks Scales, Inc.		821 Locust, Kansas City, Missouri 64106	
Robert Bosch Tool Corporation		1800 W. Central Road, Mt. Prospect, IL 60056	
<b>C PROPERTY LOCATION (Address in full)</b> Lily Pond Road Lyndon, VT			<b>D DATE OF CLOSING</b> 10/26/2006
<b>E INTEREST IN PROPERTY</b>			
1. <input type="checkbox"/> FEE SIMPLE      3. <input type="checkbox"/> UNDIVIDED 1/2 INTEREST      5. <input type="checkbox"/> TIME-SHARE      7. <input checked="" type="checkbox"/> EASEMENT/ROW 2. <input type="checkbox"/> LIFE ESTATE      4. <input type="checkbox"/> UNDIVIDED _____ % INTEREST      6. <input type="checkbox"/> LEASE      8. <input type="checkbox"/> OTHER _____			
<b>F LAND SIZE (Acres or fraction thereof)</b> 120 aml		<b>G SPECIAL FACTORS:</b> HAVE DEVELOPMENT RIGHTS BEEN CONVEYED _____ NO _____ YES WAS SALE BETWEEN FAMILY MEMBERS <u>XX</u> NO _____ YES STATE RELATIONSHIP _____ FINANCING: <input type="checkbox"/> CONVENTIONAL/BANK <input type="checkbox"/> OWNER FINANCING <input type="checkbox"/> OTHER _____	
<b>H BUILDINGS ON PROPERTY AT THE TIME OF TRANSFER (CHECK ALL THAT APPLY):</b>			
1. <input type="checkbox"/> NONE      5. <input type="checkbox"/> FARM BUILDINGS      9. <input type="checkbox"/> STORE 2. <input type="checkbox"/> FACTORY      6. <input type="checkbox"/> MULTI-FAMILY WITH _____ (INSERT NUMBER) DWELLING UNITS TRANSFERRED      10. <input checked="" type="checkbox"/> OTHER Landfill equip.storage DESCRIBE 3. <input type="checkbox"/> SINGLE FAMILY DWELLING      7. <input type="checkbox"/> MOBILE HOME YEAR _____ MAKE _____ SER. NO. _____ 4. <input type="checkbox"/> CAMP/VACATION HOME      8. <input type="checkbox"/> CONDOMINIUM WITH _____ (INSERT NUMBER) UNITS TRANSFERRED			
CHECK WHETHER THE BUILDINGS WERE EVER <input type="checkbox"/> OCCUPIED <input type="checkbox"/> RENTED <input type="checkbox"/> WILL BE RENTED AFTER SALE			
<b>I PRIMARY USE OF PROPERTY BEFORE TRANSFER (CHECK ONE):</b>			
1. <input type="checkbox"/> PRIMARY RESIDENCE      3. <input type="checkbox"/> CAMP/VACATION      5. <input type="checkbox"/> OPERATING FARM      7. <input checked="" type="checkbox"/> COMMERCIAL/INDUSTRIAL Closed landfill DESCRIBE 2. <input type="checkbox"/> OPEN LAND      4. <input type="checkbox"/> TIMBERLAND      6. <input type="checkbox"/> GOVERNMENT USE      8. <input type="checkbox"/> OTHER _____ DESCRIBE			
<b>J PRIMARY USE OF PROPERTY AFTER TRANSFER (CHECK ONE):</b>			
1. <input type="checkbox"/> PRIMARY RESIDENCE      3. <input type="checkbox"/> CAMP/VACATION      5. <input type="checkbox"/> OPERATING FARM      7. <input checked="" type="checkbox"/> COMMERCIAL/INDUSTRIAL Closed landfill DESCRIBE 2. <input type="checkbox"/> OPEN LAND      4. <input type="checkbox"/> TIMBERLAND      6. <input type="checkbox"/> GOVERNMENT USE      8. <input type="checkbox"/> OTHER _____ DESCRIBE			
WAS PROPERTY PURCHASED BY TENANT _____ NO _____ YES DOES BUYER HOLD TITLE TO ANY ADJOINING PROPERTY _____ NO _____ YES			
<b>K CURRENT USE VALUE PROGRAM:</b> IS ANY PORTION OF THE LAND BEING CONVEYED SUBJECT TO A LIEN OR OTHER RESTRICTIONS UNDER THE AGRICULTURAL AND MANAGED FOREST LAND USE VALUE PROGRAM CHAPTER 124 OF 32 V.S.A. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
<b>L IF TRANSFER IS EXEMPT FROM PROPERTY TRANSFER TAX, CITE EXEMPTION FROM INSTRUCTIONS AND COMPLETE SECTIONS M, N, AND O BELOW.</b> 2, 4 - transfer pursuant to U.S. District Court Consent Decree			
<b>M TOTAL PRICE PAID \$</b> 0.00		<b>N PRICE PAID FOR PERSONAL PROPERTY \$</b> 0.00	
		<b>O PRICE PAID FOR REAL PROPERTY \$</b> 0.00	
STATE TYPE OF PERSONAL PROPERTY _____ IF PRICE PAID FOR REAL PROPERTY IS LESS THAN FAIR MARKET VALUE, PLEASE EXPLAIN: _____			
<b>PROPERTY TRANSFER TAX</b>		MAKE CHECKS PAYABLE TO: VERMONT DEPARTMENT OF TAXES	
<b>P TAX DUE:</b> Enter amount from rate schedule on reverse side. COMPLETE RATE SCHEDULE FOR ALL TRANSFERS		\$ 0.00	
<b>Q DATE SELLER ACQUIRED</b> 1971			
<b>R IF A VERMONT LAND GAINS TAX RETURN IS NOT BEING FILED, CITE EXEMPTION FROM INSTRUCTIONS ON PAGE 4 OF THIS BOOKLET</b> #1			

(CONTINUED ON REVERSE SIDE)

<b>THIS SECTION TO BE COMPLETED BY TOWN OR CITY CLERK</b>		
TOWN/CITY <u>Lyndon</u>	ACKNOWLEDGMENT	TOWN NUMBER
DATE OF RECORD <u>NOV 14, 2006</u>	RETURN RECEIVED (INCLUDING CERTIFICATES AND ACT 250 DISCLOSURE STATEMENT) AND TAX PAID.	
BOOK NUMBER <u>180</u> PAGE NO. <u>139-143</u>	SIGNED <u>Linda C. Bee</u> <u>Asst</u> CLERK	06-188
LISTED VALUE \$ <u>NA</u> GRAND LIST YEAR OF _____	DATE <u>10-20-2006</u>	
PARCEL ID NO. _____		
GRAND LIST CATEGORY _____		
SPAN <u>NA</u>		

## RATE SCHEDULE

### 1. Tax on Special Rate Property:

- a. Value of purchaser's principal residence (not to exceed \$100,000) (See Instructions).....
- b. Value of property enrolled in current use program .....
- c. Value of qualified working farm .....
- d. Add Lines 1a, b and c .....
- e. Tax rate .....
- f. Tax due on Special Rate Property: Multiply Line 1d by Line 1e.....

1. a. \$ 0.00

b. \$

c. \$

d. \$ 0.00

e. 0.005

f. \$ 0.00

### 2. Tax on General Rate Property:

- a. Enter amount from Line O on front of return .....
- b. Enter amount from Line 1d of Rate Schedule above .....
- c. Subtract Line 2b from Line 2a .....
- d. Tax Rate .....
- e. Tax due on General Rate Property: Multiply Line 2c by Line 2d .....

2. a. \$ 0.00

b. \$ 0.00

c. \$ 0.00

d. 0.0125

e. \$ 0.00

### 3. Total Tax Due:

Add Lines 1f and 2e and enter here and on line P on front of return .....

3. \$ 0.00

## LOCAL AND STATE PERMITS AND ACT 250 CERTIFICATES

Buyer(s) and Seller(s) certify as follows:

- A. That they have investigated and disclosed to every party to this transaction all of their knowledge relating to flood regulations, if any, affecting the property.
- B. That the seller(s) advised the buyer(s) that local and state building regulations, zoning regulations and subdivision regulations and wastewater system and potable water supply rules under Chapter 64 of Title 10 pertaining to the property may limit significantly the use of the property.
- C. That this transfer is in compliance with or is exempt from the wastewater system and potable water supply rules of the Agency of Natural Resources for the following reasons:

1. This property is the subject of Permit No. \_\_\_\_\_ and is in compliance with said permit, or
2. This property and any retained parcel is exempt from the wastewater system and potable water supply rules because (see instructions for exemptions):
- a. Parcel to be sold: Exemption Number \_\_\_\_\_
- b. Parcel retained: Exemption Number \_\_\_\_\_

Seller(s) further certifies as follows:

- D. That this transfer of real property and any development thereon is in compliance with or exempt from 10 V.S.A. Chapter 151, Vermont's Land Use and Development law (Act 250), for the following reason:

1. This property is the subject of Act 250 Permit No. 7C0002 and is in compliance with said permit, or
2. This property is exempt from Act 250 because: (list exemption number from Line D in instructions) \_\_\_\_\_

- E. That this transfer does/does not (strike one) result in a partition or subdivision of land. Note: If it does, an Act 250 Disclosure Statement must be attached to this return before filing with the town clerk (see Line E instructions).

## WITHHOLDING CERTIFICATION

- ☐ Buyer(s) certifies that Vermont income tax has been withheld from the purchase price and will be remitted to the Commissioner of Taxes with Form RW-171 within 30 days from the transfer, OR that the transfer is exempt from income tax withholding for the following reason (check one):
- ☒ 1. Under penalties of perjury, seller(s) certifies that at the time of transfer, each seller was a resident of Vermont or an estate.
- ☐ 2. Buyer(s) certifies that the parties obtained withholding certificate no. \_\_\_\_\_ from the Commissioner of Taxes in advance of this sale.
- ☐ 3. Buyer(s) certifies that this is a transfer without consideration. (See instructions for Form RW-171).
- ☐ 4. Seller(s) is a mortgagor conveying the mortgaged property to a mortgagee in a foreclosure or transfer in lieu of foreclosure, with no additional consideration.

WE HEREBY SWEAR AND AFFIRM THAT THIS RETURN, INCLUDING ALL CERTIFICATES, IS TRUE, CORRECT AND COMPLETE TO THE BEST OF OUR KNOWLEDGE.

SELLER(S) SIGNATURE(S)	DATE	BUYER(S) SIGNATURE(S)	DATE
Dean G. Parker Revocable Family Trust	(VANR)	<i>[Signature]</i>	11/2/06
PM <i>[Signature]</i>	(EAG)		
AP <i>[Signature]</i>	(FSI)		
Trustees	10/15/06 (RBTC)		

Preparer's Signature *[Signature]* Prepared by Jill L. Broderick, Esq.

Preparer's Address POB 248, St. Johnsbury, VT 05819

Buyer's Representative  
(Print or Type)

Tel. \_\_\_\_\_

## RATE SCHEDULE

<b>1. Tax on Special Rate Property:</b>		
a. Value of purchaser's principal residence (not to exceed \$100,000) (See Instructions).....	1. a. \$	0.00
b. Value of property enrolled in current use program .....	b. \$	
c. Value of qualified working farm .....	c. \$	
d. Add Lines 1a, b and c .....	d. \$	0.00
e. Tax rate .....	e.	0.005
f. Tax due on Special Rate Property: Multiply Line 1d by Line 1e.....	f. \$	0.00
<b>2. Tax on General Rate Property:</b>		
a. Enter amount from Line O on front of return .....	2. a. \$	0.00
b. Enter amount from Line 1d of Rate Schedule above .....	b. \$	0.00
c. Subtract Line 2b from Line 2a .....	c. \$	0.00
d. Tax Rate .....	d.	0.0125
e. Tax due on General Rate Property: Multiply Line 2c by Line 2d .....	e. \$	0.00
<b>3. Total Tax Due:</b>		
Add Lines 1f and 2e and enter here and on line P on front of return .....	3. \$	0.00

## LOCAL AND STATE PERMITS AND ACT 250 CERTIFICATES

Buyer(s) and Seller(s) certify as follows:

- A. That they have investigated and disclosed to every party to this transaction all of their knowledge relating to flood regulations, if any, affecting the property.
- B. That the seller(s) advised the buyer(s) that local and state building regulations, zoning regulations and subdivision regulations and wastewater system and potable water supply rules under Chapter 64 of Title 10 pertaining to the property may limit significantly the use of the property.
- C. That this transfer is in compliance with or is exempt from the wastewater system and potable water supply rules of the Agency of Natural Resources for the following reasons:
1. This property is the subject of Permit No. \_\_\_\_\_ and is in compliance with said permit, or
2. This property and any retained parcel is exempt from the wastewater system and potable water supply rules because (see instructions for exemptions):
- a. Parcel to be sold:                      Exemption Number \_\_\_\_\_
- b. Parcel retained:                      Exemption Number \_\_\_\_\_

Seller(s) further certifies as follows:

- D. That this transfer of real property and any development thereon is in compliance with or exempt from 10 V.S.A. Chapter 151, Vermont's Land Use and Development law (Act 250), for the following reason:
1. This property is the subject of Act 250 Permit No. 7C0002 and is in compliance with said permit, or
2. This property is exempt from Act 250 because: (list exemption number from Line D in instructions) \_\_\_\_\_
- E. That this transfer ~~does~~ does not (strike one) result in a partition or subdivision of land. Note: If it does, an Act 250 Disclosure Statement must be attached to this return before filing with the town clerk (see Line E instructions).

## WITHHOLDING CERTIFICATION

- ☐ Buyer(s) certifies that Vermont income tax has been withheld from the purchase price and will be remitted to the Commissioner of Taxes with Form RW-171 within 30 days from the transfer, OR that the transfer is exempt from income tax withholding for the following reason (check one):
- ☒ 1. Under penalties of perjury, seller(s) certifies that at the time of transfer, each seller was a resident of Vermont or an estate.
- ☐ 2. Buyer(s) certifies that the parties obtained withholding certificate no. \_\_\_\_\_ from the Commissioner of Taxes in advance of this sale.
- ☐ 3. Buyer(s) certifies that this is a transfer without consideration. (See instructions for Form RW-171).
- ☐ 4. Seller(s) is a mortgagor conveying the mortgaged property to a mortgagee in a foreclosure or transfer in lieu of foreclosure, with no additional consideration.

WE HEREBY SWEAR AND AFFIRM THAT THIS RETURN, INCLUDING ALL CERTIFICATES, IS TRUE, CORRECT AND COMPLETE TO THE BEST OF OUR KNOWLEDGE.			
SELLER(S) SIGNATURE(S)	DATE	BUYER(S) SIGNATURE(S)	DATE
Dean G. Parker Revocable Family Trust	(VANR)		
PM	(EAG)X		10/24/06
AP	(PSI)		
Trustees	(RBTC)		
Preparer's Signature _____ Prepared by <u>Jill L. Broderick, Esq.</u>			
Preparer's Address <u>POB 248, St. Johnsbury, VT 05819</u>		Buyer's Representative _____ Tel. _____ (Print or Type)	

**DEED OF EASEMENTS, RIGHTS OF ACCESS, RESTRICTIVE COVENANTS AND  
OTHER INTERESTS**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS, Grantor, the Parker Family Irrevocable Trust, through Anne H. Parker, its Trustee, is the owner of a parcel of land and improvements situated thereon located in the County of Caledonia, State of Vermont, more particularly described in Exhibit A (the "Restricted Area", comprising approximately 38.4 acres); and

WHEREAS, the Restricted Area is the location of part of the Parker Landfill Superfund Site ("Site") which the U.S. Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., placed on the National Priorities List, set forth at 40 C.F.R.300, Appendix B, by publication in the Federal Register on February 21, 1990;

WHEREAS, the Site consists of the solid waste landfill and a portion of the surrounding areas impacted or potentially impacted by the release of hazardous substances, pollutants or contaminants from the landfill. The Site is the subject of a remedial action required by the EPA and the Vermont Agency of Natural Resources;

WHEREAS, in a Record of Decision dated April 4, 1995, the Regional Administrator selected a "remedial action" for the Site, which provides, in part, for the following actions:

the design and construction of a multi-layer, low hydraulic conductivity cap over the landfill; surface water management control devices including a siltation pond, culverts, and drainage and wetland areas; long term monitoring and remediation of the groundwater, surface water, and sediments; post removal site control; construction of gas control system; wetlands restoration or replication; and implementation of institutional controls, including deed restrictions and/or other controls to prohibit the future use of the Restricted Area in any manner that would compromise the integrity of the cap, its related systems, and the groundwater;

WHEREAS, the multi-layer cap is served by an access road, a portion of which lies in close proximity to the cap; and the cap, the gas control system components, and portions of the surface water management control devices are located within the "Restricted Area", as such "Restricted Area" is shown on a plan entitled "'Parker Family Irrevocable Trust, Restricted Area", dated October 25, 2006, which plan will be recorded on an approximately even date herewith in the Lyndon Town Land Records;

WHEREAS, the EPA and the State of Vermont Agency of Natural Resources have determined that certain easements, rights, obligations, covenants and restrictions, as more particularly set forth below, are necessary to protect and maintain the integrity and effectiveness of the remedial actions all as required by a Consent Decree filed by the U.S. District Court, District of Vermont, on April 15, 1999 in the matter of United States and State of Vermont v.

Dean Parker, et al (the "Consent Decree") and a Unilateral Administrative Order entered by the United States against Vermont American Corporation; and

WHEREAS Grantor wishes to cooperate fully in the implementation of all such remedial actions at the Site;

NOW, THEREFORE,

The Parker Family Irrevocable Trust acting through its Trustee, Anne H. Parker of Lyndonville, Vermont, Grantor, in consideration of the above recitals and the mutual covenants set forth herein, and other consideration, the receipt and sufficiency of which is acknowledged, by these presents, does freely, GIVE, GRANT, SELL, CONVEY AND unto State of Vermont Agency of Natural Resources; Ethan Allen Global, Inc., a Delaware corporation, with its corporate offices located in Danbury, Connecticut; Fairbanks Scales Inc., a Kansas corporation with its corporate offices located in Kansas City, Missouri; and Robert Bosch Tool Corporation, a Delaware corporation with its corporate offices located in Mount Prospect, Illinois, Grantees, their successors in interest and assigns forever, the following interests, easements, rights, obligations, covenants, and restrictions (hereinafter referred to as the "Environmental Restrictions") in the Restricted Area described within Exhibit A attached hereto.

1. **Access Rights. An easement for access in, on, upon, through, over and under, and a right of access to the Restricted Area, to and for the benefit of the Grantees and their designees for the purpose of conducting any lawful activity related to the Consent Decree or any other enforcement agreement, including, but not limited to, the following purposes:**
  - a. Monitoring and implementing the Consent Decree or any other enforcement agreement, including operation and maintenance of the cap and the gas removal system, treatment of ground water, and any future response or remedial actions.
  - b. Compiling and verifying any data or information submitted to the United States and the State of Vermont.
  - c. Conducting investigations relating to the contamination at or near the Restricted Area.
  - d. Obtaining samples.
  - e. Monitoring of the ground water, surface water or air.
  - f. Assessing compliance with the consent decree and other enforcement agreements.

- g. Conducting other investigations and response or remedial actions consistent with CERCLA, the NCP and/or other applicable State or Federal environmental regulations.
- h. Assessing the need for, planning, or implementing this or additional response or remedial actions pursuant to CERCLA, corrective actions pursuant to 10 V.S.A. § 6615b, or any other appropriate response pursuant to State or Federal environmental law or regulation.

2. **Restricted uses and activities. The Grantor, for itself, its successors in interest, and assigns, agrees and covenants with the Grantees, their successors in interest and assigns, that Grantor shall neither perform, nor suffer, allow or cause any other person to perform, any activities or uses in, on, upon, through, over or under the Property which in any way compromise the remedy as required by the Consent Decree or other enforcement agreements including, without limitation, any activities that violate of one or more of the following conditions:**

- a. Grantor shall comply with all federal, state, and local laws and regulations regarding the handling and disposal of hazardous substances, pollutants or contaminants.
- b. Grantor shall not use the Restricted Area or allow the Restricted Area to be used so as to interfere with any investigations of the environmental conditions or remedial actions taking place at the Site.
- c. Grantor shall not use the Restricted Area or allow the Restricted Area to be used for residential use, for day care centers for the care of children, motorized recreational vehicles, any other unauthorized construction activities or other activities not approved pursuant to Paragraph 3.
- d. Grantor shall not use or allow the use of the groundwater underlying the restricted area and shall not install or allow the installation of wells for any purpose, except wells used for the purpose of environmental monitoring or remediation and which are approved by the State of Vermont or the EPA.
- e. Grantor shall not perform or allow to be performed on the Restricted Area any construction activities which will change groundwater conditions.
- f. Grantor shall not engage in any use which would disturb or tend to disturb the integrity of any portion of the remedial action, including, but not limited to, the multi-barrier caps, landfill gas control system, the permeable reactive barrier, the bio-enhanced natural attenuation system, and wetlands restoration or replication, whether in place now or to be put

in place in the future, and any use which would disturb or tend to disturb or interfere with the functioning of any necessary system for the monitoring of the effectiveness of the remedial action.

- g. Grantor shall not engage in any uses or activities which interfere with, in any way, the surface water management controls which are necessary in conjunction with the implementation of the remedial action.
- h. Grantor shall not engage in any uses and activities which disturb or tend to disturb the surface or sub-surface of the land by filling, drilling, excavating, moving top soil, rocks or minerals, plowing, planting or cultivating, or changing the topography in any manner.
- i. Grantor and each Grantee covenant and agree:
  - i To use existing roads whenever possible in connection with utilizing their access rights under Paragraph 1;
  - ii To not block access along or otherwise interfere with the use of any existing roads or roads established in the future;
  - iii That if their actions on a road currently existing or created in the future cause damage to that road the party responsible for causing the damage shall repair the road.
  - iv To not interfere with underground utilities. The Grantor and its successors, and assigns shall have the right to connect to any underground electric service located in the Restricted Area, provided that such a connection does not interfere with the use of that service by Grantees.

3. **Determination of appropriate uses. Grantor may request a determination as to whether a use or activity is consistent with these Environmental Restrictions. Failure to seek such a determination does not limit any Grantee from enforcing the terms of these Environmental Restrictions or create a defense for grantor for violating the terms of this easement.**

- a. The Grantor may request in writing that the Grantee Vermont Agency of Natural Resources determine whether an activity is permitted under these Environmental Restrictions. Grantor shall send a copy of any such request to each other Grantee and the EPA contemporaneously with its request to the Vermont Agency of Natural Resources.
- b. Any determination by the Grantee Vermont Agency of Natural Resources shall be signed by the Commissioner of the Vermont Department of



Environmental Conservation after a reasonable opportunity for review and comment by the EPA. Any determination made under this Paragraph 3 shall be binding on Grantor and all Grantees and their successors in interest and assigns.

- c. This determination shall be recorded in the Town of Lyndon land records by the Grantor within twenty-one (21) days of receipt. A certified copy of the same with the recording stamps shall be filed with the Vermont Agency of Natural Resources and EPA within twenty-one (21) days of the date of recording.
- d. The Grantor shall send copies of all determinations to the Grantees within twenty-one (21) days of the date of recording.

**4. Groundwater use restrictions and covenant.**

- a. Grantor for itself, its assigns, and successors in interest hereby grants, sells, conveys and confirms to the Grantees and their successors and assigns an easement in gross over the Property to draw, divert, extract, consume, convey, use and enjoy the groundwater located on or underlying the Property for the sole purposes of monitoring and remediating the groundwater.
- b. The term “groundwater” as used in these Environmental Restrictions shall be defined as provided by 10 V.S.A. § 1410(b)(1) as water below the land surface.
- c. The Grantor acknowledges, agrees, and covenants with the State of Vermont, that it will refrain from drawing, extracting, consuming, conveying, or using in any manner the groundwater located on or underlying the Property, until such time as the Grantee, Vermont Agency of Natural Resources, notifies Grantor the groundwater underlying the property does not exceed groundwater enforcement standards, established pursuant to the Vermont Groundwater Protection Rule and Strategy.

**5. General Provisions.**

- a. Modification or termination of these Environmental Restrictions.
  - i. The Environmental Restriction may be modified or terminated in whole or in part upon written agreement of the Grantor, Grantee Agency of Natural Resources, and the EPA and recorded in the land records in the Town of Lyndon.

- ii Grantee Vermont Agency of Natural Resources may terminate, in whole or in part, the above Environmental Restrictions at such time or times, if ever, when the Grantee Agency of Natural Resources in its sole reasonable discretion, determine that the purposes for which these Environmental Restrictions were created have been achieved.
  - iii Modification or Termination of these Environmental Restrictions under this Paragraph 5(a) shall be binding on all Grantees.
- b. Acknowledgment of EPA as Third Party Beneficiary. Grantor by its execution of this deed, and Grantees by their signed acceptance of this deed acknowledge that the EPA is a third party beneficiary to these Environmental Restrictions, and Grantor and Grantees for their successors and assigns covenant not to contest the ability of the EPA to utilize or enforce any provision or restriction contained within these Environmental Restrictions.
  - c. Reservation to Grantor. Grantor hereby reserves unto itself, its successors in interest and assigns, all rights and privileges in and to the use of the Restricted Area which are not incompatible with these Environmental Restrictions.
  - d. No public right of access. These Environmental Restrictions convey no right of access or use by the general public to any portion of the Restricted Area.
  - e. Notice in conveyances. Grantor agrees to include in any instrument conveying any interest in any portion of the Restricted Area, including but not limited to deeds, leases, and mortgages, a notice in the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO THE EFFECT OF A DEED OF EASEMENTS, RIGHTS OF ACCESS, RESTRICTIVE COVENANTS AND OTHER INTERESTS DATED \_\_\_\_\_, 2006, AND RECORDED IN BOOK \_\_\_\_\_, PAGES \_\_\_\_\_ OF THE LYNDON TOWN LAND RECORDS, IN FAVOR OF, AND ENFORCEABLE BY THE STATE OF VERMONT AND/OR THE UNITED STATES, INCLUDING BUT NOT LIMITED TO USE RESTRICTIONS AND A PROHIBITION ON WELL DRILLING.

- f. Enforcement.
  - i Any Grantee or the EPA shall be entitled to enforce the terms of these Environmental Restrictions by resort to specific performance or other legal process.

- ii All reasonable costs and expenses incurred by Grantee Agency of Natural Resources and the EPA including, but not limited to, attorneys' fees, incurred in any enforcement action shall be borne by the Grantor or successors in interest to the Property.
- iii All remedies available hereunder shall be in addition to any and all remedies at law or in equity, including but not limited to CERCLA. Nothing in this deed shall be construed to limit or otherwise affect EPA's or the State of Vermont's rights of entry and access provided by law or regulation.
- iv Enforcement of the terms of these Environmental Restrictions shall be at the discretion of the Grantees and the EPA, and any forbearance, delay or omission to exercise their rights under these Environmental Restrictions shall not be deemed to be a waiver by the Grantees and the EPA of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Grantees and the EPA under these Environmental Restrictions.
- v In addition to equitable and injunctive relief, any Grantee shall be entitled to recover damages for violations of the terms of these Environmental Restrictions, or for any injury to the remedial action.
- vi Grantee Agency of Natural Resources and the EPA shall be entitled to recover damages for injury to the public or to the environment protected by these Environmental Restrictions.

g. Notice Requirements

- i The official service list shall be maintained by Grantee Vermont Agency of Natural Resources and shall be available upon the request of Grantor or any Grantee.
- ii Grantor and each Grantee shall provide Grantee Vermont Agency of Natural Resources with a point of contact and address for notices under these Environmental Restrictions.
- iii Grantor and each Grantee shall provide notice to all other parties to these Environmental Restrictions of a change in the point of contact information 30 days prior to such a change being made.
- iv Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other shall be in

writing and shall either be served personally or sent by certified mail to all points of contact on the official service list.

- h. Dispute Resolution. In the event of a disagreement between Grantor and Grantees under this easement, the following dispute resolution provisions shall be followed If Vermont Department of Environmental Conservation Commissioner (“Commissioner”) determines, in the Commissioner’s sole reasonable discretion, that the disagreement has the potential to create a threat to public health or the environment the Commissioner may waive these dispute resolution provisions:
- i The Grantor or any Grantee may initiate dispute resolution by providing written notice to the other party, identifying the matter(s) in dispute and requesting that this process be initiated. In the event of such notice, the parties will attempt to resolve the disagreement(s) through informal discussions within ten (10) working days after receipt of such notice.
  - ii If informal discussions are unable to resolve the dispute within the ten (10) working day period, the disagreement(s) the Grantor and Grantees shall each submit to the others a written summary of the matter in dispute and a statement of their position on that matter ("Statement of Position"), including any data, analysis, or opinion supporting that position and all supporting documentation relied upon.
  - iii Within ten (10) working days of submitting the Statement of Position, the Grantor and Grantees shall confer and attempt to resolve the dispute. If after the ten (10) working day period there is no resolution, then the Grantee Vermont Agency of Natural Resources shall compile an administrative record consisting of all documents submitted by any party. Based upon that record, the Commissioner shall issue a written decision and will send the decision to the Grantor and Grantees within thirty (30) working days. The decision of the Commissioner will be the final position of the Grantor and Grantees and shall be binding on the Parties, unless a court grants review of the dispute.
  - iv If a court reviews a dispute under these environmental restrictions, such review shall be limited to the record established under Paragraph 5(h)(iii).
  - v Time periods for the resolution of disputes may be extended or shortened by mutual agreement of the Grantor and all Grantees. The Parties agree to use their best efforts to resolve all disputes at

the earliest possible time taking into consideration the primary objective of protecting the public health, welfare, safety and the environment.

- i. Construction of these environmental restrictions.
  - i The laws of the State of Vermont shall govern the interpretation and performance of these Environmental Restrictions.
  - ii Any general rule of construction to the contrary notwithstanding, these Environmental Restrictions shall be liberally construed to effect the purpose of this instrument and the policy and purpose of CERCLA and 10 V.S.A. Chapter 159.
  - iii If any provision of these Environmental Restrictions is found to be ambiguous, an interpretation consistent with the purpose of these Environmental Restrictions that would render the provision valid shall be favored over any interpretation that would render it invalid.
  - iv If any provision of these Environmental Restrictions, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of these Environmental Restrictions, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.
- j. Environmental restrictions to run with the land. The covenants, terms, conditions, and restrictions of these Environmental Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Restricted Area.
- k. Assignability. The rights of the Grantee, Agency of Natural Resources, under these Environmental Restrictions are freely assignable, subject to the notice provisions hereof. The rights of all other Grantees and Grantor are assignable subject to the approval of the Grantee, Agency of Natural Resources, and the notice provisions of Paragraph 5(g).
- l. Recording. The parties may execute these Environmental Restrictions in two or more counterparts, which shall, in the aggregate, be signed by the parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

66356 ■■■

Grantees for themselves, their successors, and assigns by their signed acceptance of these Environmental Restrictions acknowledge the terms and conditions of these Environmental Restrictions and agree to be bound thereby.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantees State of Vermont Agency of Natural Resources; Ethan Allen Inc.; Fairbanks Scales Inc.; Robert Bosch Tool Company; and their successors in interest and assigns, to their own use and behoof forever;

The Parker Family Irrevocable Trust, Grantor, through Anne H. Parker, Trustee, and its successors in interest and assigns, do covenant with the said Grantees State of Vermont Agency of Natural Resources; Ethan Allen Global, Inc.; Fairbanks Scales Inc.; Robert Bosch Tool Corporation; and their successors in interest and assigns, that until the ensealing of these presents, said trust is the sole owner of the premises and has good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE and it hereby engages to WARRANT AND DEFEND the same against all lawful claims whatever.

We hereunto set our hands and seals this 2nd day of November, 2006.

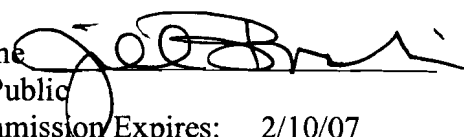
Parker Family Irrevocable Trust

  
ANNE H. PARKER, Trustee

STATE OF VERMONT  
COUNTY OF CALEDONIA, ss.

At St. Johnsbury this 2nd day of November, 2006, ANNE H. PARKER, Trustee of the Parker Family Irrevocable Trust, GRANTOR, personally appeared, and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed and the free act and deed of the Parker Family Irrevocable Trust.

Before me  
Notary Public

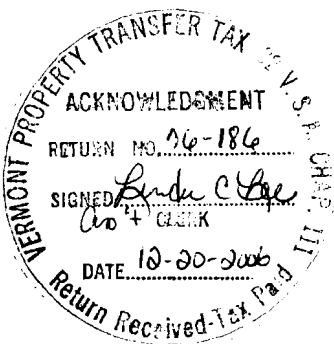
  
My Commission Expires: 2/10/07

# 66356

## EXHIBIT A

Being a parcel of land consisting of 38.4 acres, more or less, with a right of way appurtenant thereto, located on Town Highway #36, also known as Lily Pond Road, and being all and the same land and premises conveyed to the Parker Family Irrevocable Trust by Warranty Deed of the Anne H. Parker Revocable Family Trust, the Dean G. Parker Revocable Family Trust, and Steven R. Parker dated October 18, 2006 and to be recorded in the Lyndon land records and being more particularly described on a plan entitled ""Parker Family Irrevocable Trust, Restricted Area", dated October 25, 2006, which plan will be recorded on an approximately even date herewith in the Lyndon Town Land Records as follows:

Beginning at a point at the end of a 50 foot wide right of way, which point is marked by a reinforcing rod set in the ground; Thence S 59° 00' 00" W a distance of 165.1 feet to a reinforcing rod set in the ground; thence S 47° 37' 15" W a distance of 569.2 feet to a reinforcing rod set in the ground; thence S 42° 21' 45" E a distance of 1059.7 feet to a point marked by a reinforcing rod set in the ground; thence N 65° 58' 45" E a distance of 512.5' to a point marked by a reinforcing rod set in the ground; thence N 47° 15' 15" E a distance of 810.2 feet to a reinforcing rod set in the ground; thence N 16° 53' 00" W a distance of 921.6 feet to a reinforcing rod set in the ground; thence S 79° 24' 45" W a distance of 238.7 feet to an unmarked angle point; thence along a woven wire fence S 73° 04' 45" W a distance of 77.9 feet to an unmarked angle point; thence S 58° 43' 00" W a distance of 76.6 feet to an unmarked angle point; thence N 70° 03' 30" W a distance of 114.3 feet to an unmarked angle point; thence N 85° 36' 15" W a distance of 33.6 feet to an unmarked angle point; thence N 42° 33' 30" W a distance of 42.3 feet to an unmarked angle point; thence S 21° 59' 00" W a distance of 60.8 feet to an unmarked angle point; thence S 13° 53' 45" W a distance of 73.3 feet to an unmarked angle point; thence S 06° 55' 00" W a distance of 143.0 feet to an unmarked angle point; thence S 27° 27' 15" W a distance of 84.5 feet to an unmarked angle point; thence N 51° 31' 00" W a distance of 183.3 feet to an unmarked angle point; thence N 88° 40' 30" W a distance of 57.4 feet to a reinforcing rod set in the ground; thence S 59° 00' 00" W a distance of 123.5 feet to a reinforcing rod set in the ground marking the point of beginning.



### LYNDON, VT. TOWN CLERK'S OFFICE

RECEIVED FOR RECORD

Nov 14 A.D. 20 06  
 At 7 o'clock 35 Minutes A M  
 And Recorded in Book 180 Page 113-123  
 Of Lyndon Land Records  
 Attest: Linda C. Bee  
Town Clerk

# VERMONT PROPERTY TRANSFER TAX RETURN

VERMONT DEPARTMENT OF TAXES  
MONTPELIER, VERMONT 05633

(PLEASE TYPE OR PRINT CLEARLY)

<b>A SELLER'S (TRANSFEROR'S) NAME(S)</b>	<b>COMPLETE MAILING ADDRESS FOLLOWING TRANSFER</b>	<b>SOCIAL SECURITY NO. OR TAXPAYER IDENT. NO.</b>
Parker Family Irrevocable Trust	PO Box 25, Lyndonville, VT 05851	
<b>B BUYER'S (TRANSFeree's) NAME(S)</b>	<b>COMPLETE MAILING ADDRESS FOLLOWING TRANSFER</b>	<b>SOCIAL SECURITY NO. OR TAXPAYER IDENT. NO.</b>
Vermont Agency of Natural Resources	103 S. Main St., Center Bldg., Waterbury, VT 05671	
Ethan Allen Global, Inc.	Ethan Allen Drive, Danbury, CT 06811	
Fairbanks Scales, Inc.	821 Locust, Kansas City, Missouri 64106	
Robert Bosch Tool Corporation	1800 W. Central Road, Mt. Prospect, IL 60056	

<b>C PROPERTY LOCATION (Address in full)</b> Lily Pond Road Lyndon, VT	<b>D DATE OF CLOSING</b> 10/26/2006
---	--

<b>E INTEREST IN PROPERTY</b>			
1. <input type="checkbox"/> FEE SIMPLE	3. <input type="checkbox"/> UNDIVIDED 1/2 INTEREST	5. <input type="checkbox"/> TIME-SHARE	7. <input checked="" type="checkbox"/> EASEMENT/ROW
2. <input type="checkbox"/> LIFE ESTATE	4. <input type="checkbox"/> UNDIVIDED _____ % INTEREST	6. <input type="checkbox"/> LEASE	8. <input type="checkbox"/> OTHER _____

<b>F LAND SIZE (Acres or fraction thereof)</b> 38.4 aml	<b>G SPECIAL FACTORS: HAVE DEVELOPMENT RIGHTS BEEN CONVEYED</b> NO YES WAS SALE BETWEEN FAMILY MEMBERS <input checked="" type="checkbox"/> NO YES STATE RELATIONSHIP FINANCING: <input type="checkbox"/> CONVENTIONAL/BANK <input type="checkbox"/> OWNER FINANCING <input type="checkbox"/> OTHER
--	--

<b>H BUILDINGS ON PROPERTY AT THE TIME OF TRANSFER (CHECK ALL THAT APPLY):</b>			
1. <input type="checkbox"/> NONE	5. <input type="checkbox"/> FARM BUILDINGS	9. <input type="checkbox"/> STORE	
2. <input type="checkbox"/> FACTORY	6. <input type="checkbox"/> MULTI-FAMILY WITH _____ (INSERT NUMBER) DWELLING UNITS TRANSFERRED	10. <input checked="" type="checkbox"/> OTHER Landfill equip.storage	
3. <input type="checkbox"/> SINGLE FAMILY DWELLING	7. <input type="checkbox"/> MOBILE HOME YEAR _____ MAKE _____ SER. NO. _____		
4. <input type="checkbox"/> CAMP/VACATION HOME	8. <input type="checkbox"/> CONDOMINIUM WITH _____ (INSERT NUMBER) UNITS TRANSFERRED		

CHECK WHETHER THE BUILDINGS WERE EVER ☐ OCCUPIED ☐ RENTED ☐ WILL BE RENTED AFTER SALE

<b>I PRIMARY USE OF PROPERTY BEFORE TRANSFER (CHECK ONE):</b>			
1. <input type="checkbox"/> PRIMARY RESIDENCE	3. <input type="checkbox"/> CAMP/VACATION	5. <input type="checkbox"/> OPERATING FARM	7. <input checked="" type="checkbox"/> COMMERCIAL/INDUSTRIAL Closed landfill
2. <input type="checkbox"/> OPEN LAND	4. <input type="checkbox"/> TIMBERLAND	6. <input type="checkbox"/> GOVERNMENT USE	8. <input type="checkbox"/> OTHER DESCRIBE _____

<b>J PRIMARY USE OF PROPERTY AFTER TRANSFER (CHECK ONE):</b>			
1. <input type="checkbox"/> PRIMARY RESIDENCE	3. <input type="checkbox"/> CAMP/VACATION	5. <input type="checkbox"/> OPERATING FARM	7. <input checked="" type="checkbox"/> COMMERCIAL/INDUSTRIAL Closed landfill
2. <input type="checkbox"/> OPEN LAND	4. <input type="checkbox"/> TIMBERLAND	6. <input type="checkbox"/> GOVERNMENT USE	8. <input type="checkbox"/> OTHER DESCRIBE _____

WAS PROPERTY PURCHASED BY TENANT \_\_\_\_\_ NO YES DOES BUYER HOLD TITLE TO ANY ADJOINING PROPERTY \_\_\_\_\_ NO YES

**K CURRENT USE VALUE PROGRAM: IS ANY PORTION OF THE LAND BEING CONVEYED SUBJECT TO A LIEN OR OTHER RESTRICTIONS UNDER THE AGRICULTURAL AND MANAGED FOREST LAND USE VALUE PROGRAM CHAPTER 124 OF 32 V.S.A.** ☐ YES ☒ NO

**L IF TRANSFER IS EXEMPT FROM PROPERTY TRANSFER TAX, CITE EXEMPTION FROM INSTRUCTIONS AND COMPLETE SECTIONS M, N, AND O BELOW.**  
2, 4 - transfer pursuant to U.S. District Court Consent Decree

<b>M TOTAL PRICE PAID \$</b> 0.00	<b>N PRICE PAID FOR PERSONAL PROPERTY \$</b> 0.00	<b>O PRICE PAID FOR REAL PROPERTY \$</b> 0.00
-----------------------------------	---	---

STATE TYPE OF PERSONAL PROPERTY \_\_\_\_\_  
IF PRICE PAID FOR REAL PROPERTY IS LESS THAN FAIR MARKET VALUE, PLEASE EXPLAIN: \_\_\_\_\_

<b>PROPERTY TRANSFER TAX</b> MAKE CHECKS PAYABLE TO: VERMONT DEPARTMENT OF TAXES	\$ 0.00
--	---------

**P TAX DUE:** Enter amount from rate schedule on reverse side. COMPLETE RATE SCHEDULE FOR ALL TRANSFERS

**Q DATE SELLER ACQUIRED** 1971

**R IF A VERMONT LAND GAINS TAX RETURN IS NOT BEING FILED, CITE EXEMPTION FROM INSTRUCTIONS ON PAGE 4 OF THIS BOOKLET** #1

(CONTINUED ON REVERSE SIDE)

<b>THIS SECTION TO BE COMPLETED BY TOWN OR CITY CLERK</b>		<b>TOWN NUMBER</b>  06-186
TOWN/CITY <u>Lyndon</u>	<b>ACKNOWLEDGMENT</b>	
DATE OF RECORD <u>Nov 14, 2006</u>	RETURN RECEIVED (INCLUDING CERTIFICATES AND ACT 250 DISCLOSURE STATEMENT) AND TAX PAID.	
BOOK NUMBER <u>180</u> PAGE NO. <u>113-123</u>	SIGNED <u>[Signature]</u> <u>Asst</u> CLERK	
LISTED VALUE \$ <u>NA</u> GRAND LIST YEAR OF <u>2006</u>	DATE <u>12-20-2006</u>	
PARCEL ID NO. _____		
GRAND LIST CATEGORY _____		
SPAN <u>NA</u>		



## RATE SCHEDULE

<b>1. Tax on Special Rate Property:</b>		
a. Value of purchaser's principal residence (not to exceed \$100,000) (See instructions).....		1. a. \$ <u>0.00</u>
b. Value of property enrolled in current use program .....		b. \$ .....
c. Value of qualified working farm .....		c. \$ .....
d. Add Lines 1a, b and c .....		d. \$ <u>0.00</u>
e. Tax rate .....		e. <u>0.005</u>
f. Tax due on Special Rate Property: Multiply Line 1d by Line 1e.....		f. \$ <u>0.00</u>
<b>2. Tax on General Rate Property:</b>		
a. Enter amount from Line O on front of return .....		2. a. \$ <u>0.00</u>
b. Enter amount from Line 1d of Rate Schedule above .....		b. \$ <u>0.00</u>
c. Subtract Line 2b from Line 2a .....		c. \$ <u>0.00</u>
d. Tax Rate .....		d. <u>0.0125</u>
e. Tax due on General Rate Property: Multiply Line 2c by Line 2d .....		e. \$ <u>0.00</u>
<b>3. Total Tax Due:</b>		
Add Lines 1f and 2e and enter here and on line P on front of return .....		3. \$ <u>0.00</u>

## LOCAL AND STATE PERMITS AND ACT 250 CERTIFICATES

Buyer(s) and Seller(s) certify as follows:

- A. That they have investigated and disclosed to every party to this transaction all of their knowledge relating to flood regulations, if any, affecting the property.
- B. That the seller(s) advised the buyer(s) that local and state building regulations, zoning regulations and subdivision regulations and wastewater system and potable water supply rules under Chapter 64 of Title 10 pertaining to the property may limit significantly the use of the property.
- C. That this transfer is in compliance with or is exempt from the wastewater system and potable water supply rules of the Agency of Natural Resources for the following reasons:
1. This property is the subject of Permit No. \_\_\_\_\_ and is in compliance with said permit, or
  2. This property and any retained parcel is exempt from the wastewater system and potable water supply rules because (see instructions for exemptions):
    - a. Parcel to be sold: Exemption Number \_\_\_\_\_
    - b. Parcel retained: Exemption Number \_\_\_\_\_

Seller(s) further certifies as follows:

- D. That this transfer of real property and any development thereon is in compliance with or exempt from 10 V.S.A. Chapter 151, Vermont's Land Use and Development law (Act 250), for the following reason:
1. This property is the subject of Act 250 Permit No. 7C0002 and is in compliance with said permit, or
  2. This property is exempt from Act 250 because: (list exemption number from Line D in instructions) \_\_\_\_\_
- E. That this transfer does/does not (strike one) result in a partition or subdivision of land. Note: If it does, an Act 250 Disclosure Statement must be attached to this return before filing with the town clerk (see Line E instructions).

## WITHHOLDING CERTIFICATION

- ☐ Buyer(s) certifies that Vermont income tax has been withheld from the purchase price and will be remitted to the Commissioner of Taxes with Form RW-171 within 30 days from the transfer, OR that the transfer is exempt from income tax withholding for the following reason (check one):
- ☒ 1. Under penalties of perjury, seller(s) certifies that at the time of transfer, each seller was a resident of Vermont or an estate.
- ☐ 2. Buyer(s) certifies that the parties obtained withholding certificate no. \_\_\_\_\_ from the Commissioner of Taxes in advance of this sale.
- ☐ 3. Buyer(s) certifies that this is a transfer without consideration. (See instructions for Form RW-171).
- ☐ 4. Seller(s) is a mortgagor conveying the mortgaged property to a mortgagee in a foreclosure or transfer in lieu of foreclosure, with no additional consideration.

WE HEREBY SWEAR AND AFFIRM THAT THIS RETURN, INCLUDING ALL CERTIFICATES, IS TRUE, CORRECT AND COMPLETE TO THE BEST OF OUR KNOWLEDGE.			
SELLER(S) SIGNATURE(S)	DATE	BUYER(S) SIGNATURE(S)	DATE
Parker Family Irr. Trust		<i>(Signature)</i>	11/2/2006
AP <i>(Signature)</i>	11/2/06	<i>(Signature)</i>	10/25/06
Trustee			
Preparer's Signature <i>(Signature)</i> Prepared by <u>Jill L. Broderick, Esq.</u>			
Preparer's Address <u>POB 248, St. Johnsbury, VT 05819</u>		Buyer's Representative (Print or Type) _____ Tel. _____	

## RATE SCHEDULE

### 1. Tax on Special Rate Property:

a. Value of purchaser's principal residence (not to exceed \$100,000) (See Instructions).....	1. a. \$ 0.00
b. Value of property enrolled in current use program .....	b. \$
c. Value of qualified working farm .....	c. \$
d. Add Lines 1a, b and c .....	d. \$ 0.00
e. Tax rate .....	e. 0.005
f. Tax due on Special Rate Property: Multiply Line 1d by Line 1e.....	f. \$ 0.00

### 2. Tax on General Rate Property:

a. Enter amount from Line O on front of return .....	2. a. \$ 0.00
b. Enter amount from Line 1d of Rate Schedule above .....	b. \$ 0.00
c. Subtract Line 2b from Line 2a .....	c. \$ 0.00
d. Tax Rate .....	d. 0.0125
e. Tax due on General Rate Property: Multiply Line 2c by Line 2d .....	e. \$ 0.00

### 3. Total Tax Due:

Add Lines 1f and 2e and enter here and on line P on front of return .....	3. \$ 0.00
---	------------

## LOCAL AND STATE PERMITS AND ACT 250 CERTIFICATES

Buyer(s) and Seller(s) certify as follows:

- A. That they have investigated and disclosed to every party to this transaction all of their knowledge relating to flood regulations, if any, affecting the property.  
 B. That the seller(s) advised the buyer(s) that local and state building regulations, zoning regulations and subdivision regulations and wastewater system and potable water supply rules under Chapter 64 of Title 10 pertaining to the property may limit significantly the use of the property.  
 C. That this transfer is in compliance with or is exempt from the wastewater system and potable water supply rules of the Agency of Natural Resources for the following reasons:

1. This property is the subject of Permit No. \_\_\_\_\_ and is in compliance with said permit, or  
 2. This property and any retained parcel is exempt from the wastewater system and potable water supply rules because (see instructions for exemptions):

a. Parcel to be sold: Exemption Number \_\_\_\_\_  
 b. Parcel retained: Exemption Number \_\_\_\_\_

Seller(s) further certifies as follows:

- D. That this transfer of real property and any development thereon is in compliance with or exempt from 10 V.S.A. Chapter 151, Vermont's Land Use and Development law (Act 250), for the following reason:

1. This property is the subject of Act 250 Permit No. 7C0002 and is in compliance with said permit, or  
 2. This property is exempt from Act 250 because: (list exemption number from Line D in instructions) \_\_\_\_\_

- E. That this transfer does/does not (strike one) result in a partition or subdivision of land. Note: If it does, an Act 250 Disclosure Statement must be attached to this return before filing with the town clerk (see Line E instructions).

## WITHHOLDING CERTIFICATION

- ☐ Buyer(s) certifies that Vermont income tax has been withheld from the purchase price and will be remitted to the Commissioner of Taxes with Form RW-171 within 30 days from the transfer,  
 OR that the transfer is exempt from income tax withholding for the following reason (check one):
- ☒ 1. Under penalties of perjury, seller(s) certifies that at the time of transfer, each seller was a resident of Vermont or an estate.
- ☐ 2. Buyer(s) certifies that the parties obtained withholding certificate no. \_\_\_\_\_ from the Commissioner of Taxes in advance of this sale.
- ☐ 3. Buyer(s) certifies that this is a transfer without consideration. (See instructions for Form RW-171).
- ☐ 4. Seller(s) is a mortgagor conveying the mortgaged property to a mortgagee in a foreclosure or transfer in lieu of foreclosure, with no additional consideration.

WE HEREBY SWEAR AND AFFIRM THAT THIS RETURN, INCLUDING ALL CERTIFICATES, IS TRUE, CORRECT AND COMPLETE TO THE BEST OF OUR KNOWLEDGE.

SELLER(S) SIGNATURE(S)	DATE	BUYER(S) SIGNATURE(S)	DATE
Parker Family Irr. Trust		(VANR)	
AP		(EAG) <i>Jill L. Broderick</i>	10/24/06
		(PSI)	
Trustee		(RBTC)	

Preparer's Signature *Jill L. Broderick* Prepared by Jill L. Broderick, Esq.

Preparer's Address POB 248, St. Johnsbury, VT 05819 Buyer's Representative \_\_\_\_\_ Tel. \_\_\_\_\_  
 (Print or Type)

**DEED OF EASEMENTS, RIGHTS OF ACCESS, RESTRICTIVE COVENANTS AND  
OTHER INTERESTS**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS, Grantor, Steven R. Parker, residing in Lyndonville, Vermont, is the owner of a parcel of land and improvements situated thereon located in the County of Caledonia, State of Vermont, more particularly described in Exhibit A (the "Property", comprising approximately 6.4 acres); and

WHEREAS, the Property is located adjacent to the Parker Landfill Superfund Site ("Site") which the U.S. Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., placed on the National Priorities List, set forth at 40 C.F.R.300, Appendix B, by publication in the Federal Register on February 21, 1990;

WHEREAS, the Site consists of the solid waste landfill and a portion of the surrounding areas impacted or potentially impacted by the release of hazardous substances, pollutants or contaminants from the landfill. The Site is the subject of a remedial action required by the EPA and the Vermont Agency of Natural Resources;

WHEREAS, in a Record of Decision dated April 4, 1995, the Regional Administrator selected a "remedial action" for the Site, which provides, in part, for the following actions:

the design and construction of a multi-layer, low hydraulic conductivity cap over the landfill; surface water management control devices including a siltation pond, culverts, and drainage and wetland areas; long term monitoring and remediation of the groundwater, surface water, and sediments; post removal site control; construction of gas control system; wetlands restoration or replication; and implementation of institutional controls, including deed restrictions and/or other controls to prohibit the future use of the Restricted Area in any manner that would compromise the integrity of the cap, its related systems, and the groundwater;

WHEREAS, the multi-layer cap is served by an access road, a portion of which lies in close proximity to the cap; and the cap, the gas control system components, and the surface water management control features are located within the "Restricted Area", as such "Restricted Area" is shown on a plan entitled "Parker Family Irrevocable Trust, Restricted Area", dated October 25, 2006, which plan will be recorded on an approximately even date herewith in the Lyndon Town Land Records;

WHEREAS, the EPA and the State of Vermont Agency of Natural Resources have determined that certain easements, rights, obligations, covenants and restrictions, as more particularly set forth below, are necessary to protect and maintain the integrity and effectiveness of the remedial actions all as required by a Consent Decree filed by the U.S. District Court, District of Vermont, on April 15, 1999 in the matter of United States and State of Vermont v.

Dean Parker, et al (the "Consent Decree") and a Unilateral Administrative Order entered by the United States against Vermont American Corporation; and

WHEREAS Grantor wishes to cooperate fully in the implementation of all such remedial actions at the Site;

NOW, THEREFORE,

Steven R. Parker, Grantor, in consideration of the above recitals and the mutual covenants set forth herein, and other consideration, the receipt and sufficiency of which is acknowledged, by these presents, does for himself and his successors, heirs, and assigns freely, GIVE, GRANT, SELL, CONVEY AND CONFIRM unto State of Vermont Agency of Natural Resources; Ethan Allen Global, Inc., a Delaware corporation, with its corporate offices located in Danbury, Connecticut; Fairbanks Scales, Inc. a Kansas corporation with its corporate offices located in Kansas City, Missouri; and Robert Bosch Tool Corporation, a Delaware corporation with its corporate offices located in Mount Prospect, Illinois, Grantees, their successors in interest and assigns forever, the following interests, easements, rights, obligations, covenants, and restrictions (hereinafter referred to as the "Environmental Restrictions") in the Property described within Exhibit A attached hereto.

1. **Access Rights. An easement for access in, on, upon, through, over and under, and a right of access to the Property, to and for the benefit of the Grantees and their designees for the purpose of conducting any lawful activity related to the Consent Decree or any other enforcement agreement, including, but not limited to, the following purposes:**

- a. Monitoring and implementing the Consent Decree or any other enforcement agreement, including operation and maintenance of the cap and the gas removal system, treatment of ground water, and any future response or remedial actions.
- b. Compiling and verifying any data or information submitted to the United States and the State of Vermont.
- c. Conducting investigations relating to the contamination at or near the Restricted Area.
- d. Obtaining samples.
- e. Monitoring of the ground water, surface water or air.
- f. Assessing compliance with the consent decree and other enforcement agreements.

- g. Conducting other investigations and response or remedial actions consistent with CERCLA, the NCP and/or other applicable State or Federal environmental regulations.
- h. Assessing the need for, planning, or implementing this or additional response or remedial actions pursuant to CERCLA, corrective actions pursuant to 10 V.S.A. § 6615b, or any other appropriate response pursuant to State or Federal environmental law or regulation.

**2. Restricted uses and activities. The Grantor, for himself, his successors in interest, heirs, and assigns, agree and covenant with the Grantees, their successors in interest and assigns, that the Grantor shall neither perform, nor suffer, allow or cause any other person to perform, any activities or uses in, on, upon, through, over or under the Property which in any way compromise the remedy as required by the Consent Decree or other enforcement agreements including, without limitation, any activities that violate one or more of the following conditions:**

- a. Grantor shall comply with all federal, state, and local laws and regulations regarding the handling and disposal of hazardous substances, pollutants or contaminants.
- b. Grantor shall not use the Property or allow the Property to be used so as to unreasonably interfere with any investigations of the environmental conditions or remedial activities at the Site.
- c. Grantor shall not use or allow the use of the groundwater underlying the Property and shall not install or allow the installation of wells, for any purpose, except wells used for the purpose of environmental monitoring or remediation and which are approved by the State of Vermont or the EPA.
- d. Grantor shall not perform or allow to be performed on the Property any construction activities which will change ground water conditions.
- e. Grantor shall not engage in any use which would disturb or tend to disturb the integrity of any portion of the remedial action, including, but not limited to, the multi-barrier caps landfill gas control system, the permeable reactive barrier, the bio-enhanced natural attenuation system, and wetlands restoration or replication, whether in place now or to be put in place in the future, and any use which would disturb or tend to disturb or interfere with the functioning of any necessary system for the monitoring of the effectiveness of the remedial action.
- f. Grantor shall not engage in any uses or activities which interfere with, in any way, the surface water management controls which are necessary in conjunction with the implementation of the remedial action.

g. Grantor and each Grantee covenant and agree:

- i. To use existing roads whenever possible in connection with utilizing their access rights under Paragraph 1.
- ii. To not block access along or otherwise interfere with the use of any existing roads or roads established in the future.
- iii. That if their actions on a road currently existing or created in the future cause damage to that road the party responsible for causing the damage shall repair the road.
- iv. To not interfere with underground utilities. The Grantor and his successors, heirs, and assigns shall have the right to connect to any underground electric service located in the Property, provided that such a connection does not interfere with the use of that service by Grantees.

3. **Determination of appropriate uses.** Grantor may request a determination as to whether a use or activity is consistent with these Environmental Restrictions. Failure to seek such a determination does not limit any Grantee from enforcing the terms of these Environmental Restrictions or create a defense for grantor for violating the terms of this easement.

- a. The Grantor may request in writing that the Grantee Vermont Agency of Natural Resources determine whether an activity is permitted under these Environmental Restrictions. Grantor shall send a copy of any such request to each other Grantee and the EPA contemporaneously with its request to the Vermont Agency of Natural Resources.
- b. Any determination by the Grantee Vermont Agency of Natural Resources shall be signed by the Commissioner of the Vermont Department of Environmental Conservation after a reasonable opportunity for review and comment by the EPA. Any determination made under this Paragraph 3 shall be binding on Grantor and all Grantees and their successors in interest and assigns.
- c. This determination shall be recorded in the Town of Lyndon land records by the Grantor within twenty-one (21) days of receipt. A certified copy of the same with the recording stamps shall be filed with the Vermont Agency of Natural Resources and EPA within twenty-one (21) days of the date of recording.
- d. The Grantor shall send copies of all determinations to the Grantees within twenty-one (21) days of the date of recording.

**4. Groundwater use restrictions and covenant.**

- a. Grantor for himself, his heirs, assigns, and successors in interest hereby grants, sells, conveys and confirms to the Grantees and their successors in interest and assigns an easement in gross over the Property to draw, divert, extract, consume, convey, use and enjoy the groundwater located on or underlying the Property for the sole purposes of monitoring and remediating the groundwater.
- b. The term “groundwater” as used in these Environmental Restrictions shall be defined as provided by 10 V.S.A. § 1410(b)(1) as water below the land surface.
- c. The Grantor acknowledges, agrees, and covenants with the State of Vermont, that he will refrain from drawing, extracting, consuming, conveying, or using in any manner the groundwater located on or underlying the Property, until such time as the Grantee, Vermont Agency of Natural Resources, notifies Grantor the groundwater underlying the property does not exceed groundwater enforcement standards, established pursuant to the Vermont Groundwater Protection Rule and Strategy.

**5. General Provisions.**

- a. Modification or termination of these Environmental Restrictions.
  - i. The Environmental Restriction may be modified or terminated in whole or in part upon written agreement of the Grantor, Grantee Agency of Natural Resources, and the EPA and recorded in the land records in the Town of Lyndon.
  - ii. Grantee Vermont Agency of Natural Resources may terminate, in whole or in part, the above Environmental Restrictions at such time or times, if ever, when the Grantee Agency of Natural Resources in its sole reasonable discretion, determine that the purposes for which these Environmental Restrictions were created have been achieved.
  - iii. Modification or Termination of these Environmental Restrictions under this Paragraph 5(a) shall be binding on all Grantees.
- b. Acknowledgement of EPA as Third Party Beneficiary. Grantor by its execution of this deed, and Grantees by their signed acceptance of this deed acknowledge that the EPA is a third party beneficiary to these Environmental Restrictions, and Grantor and Grantees for their successors and assigns covenant not to contest the ability of the EPA to utilize or enforce any provision or restriction contained within these Environmental Restrictions.

- c. Reservation to Grantor. Grantor hereby reserves unto himself, his successors in interest and assigns, all rights and privileges in and to the use of the Property which are not incompatible with these Environmental Restrictions.
- d. No public right of access. These Environmental Restrictions convey no right of access or use by the general public to any portion of the Property.
- e. Notice in conveyances. Grantor agrees to include in any instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases, and mortgages, a notice in the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO THE EFFECT OF A DEED OF EASEMENTS, RIGHTS OF ACCESS, RESTRICTIVE COVENANTS AND OTHER INTERESTS DATED \_\_\_\_\_, 2006, AND RECORDED IN BOOK \_\_\_\_\_, PAGES \_\_\_\_\_ OF THE LYNDON TOWN LAND RECORDS, IN FAVOR OF, AND ENFORCEABLE BY THE STATE OF VERMONT AND/OR THE UNITED STATES, INCLUDING BUT NOT LIMITED TO USE RESTRICTIONS AND A PROHIBITION ON WELL DRILLING.

f. Enforcement.

- i. Any Grantee or the EPA shall be entitled to enforce the terms of these Environmental Restrictions by resort to specific performance or other legal process.
- ii. All reasonable costs and expenses incurred by Grantee Agency of Natural Resources and the EPA including, but not limited to, attorneys' fees, incurred in any enforcement action shall be borne by the Grantor or successors in interest to the Property.
- iii. All remedies available hereunder shall be in addition to any and all remedies at law or in equity, including but not limited to CERCLA. Nothing in this deed shall be construed to limit or otherwise affect EPA's or the State of Vermont's rights of entry and access provided by law or regulation.
- iv. Enforcement of the terms of these Environmental Restrictions shall be at the discretion of the Grantees and the EPA, and any forbearance, delay or omission to exercise their rights under these Environmental Restrictions shall not be deemed to be a waiver by the Grantees and the EPA of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Grantees and the EPA under these Environmental Restrictions.



- v. In addition to equitable and injunctive relief, any Grantee shall be entitled to recover damages for violations of the terms of these Environmental Restrictions, or for any injury to the remedial action.
- vi. Grantee Agency of Natural Resources and the EPA shall be entitled to recover damages for injury to the public or to the environment protected by these Environmental Restrictions.

g. Notice Requirements

- i. The official service list shall be maintained by Grantee Vermont Agency of Natural Resources and shall be available upon the request of Grantor or any Grantee.
- ii. Grantor and each Grantee shall provide Grantee Vermont Agency of Natural Resources with a point of contact and address for notices under these Environmental Restrictions.
- iii. Grantor and each Grantee shall provide notice to all other parties to these Environmental Restrictions of a change in the point of contact information 30 days prior to such a change being made.
- iv. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other shall be in writing and shall either be served personally or sent by certified mail to all points of contact on the official service list.

h. Dispute Resolution. In the event of a disagreement between Grantor and Grantees under this easement, the following dispute resolution provisions shall be followed If Vermont Department of Environmental Conservation Commissioner ("Commissioner") determines, in the Commissioner's sole reasonable discretion, that the disagreement has the potential to create a threat to public health or the environment the Commissioner may waive these dispute resolution provisions:

- i. The Grantor or any Grantee may initiate dispute resolution by providing written notice to the other party, identifying the matter(s) in dispute and requesting that this process be initiated. In the event of such notice, the parties will attempt to resolve the disagreement(s) through informal discussions within ten (10) working days after receipt of such notice.
- ii. If informal discussions are unable to resolve the dispute within the ten (10) working day period, the disagreement(s) the Grantor and Grantees shall each submit to the others a written summary of the

matter in dispute and a statement of their position on that matter ("Statement of Position"), including any data, analysis, or opinion supporting that position and all supporting documentation relied upon.

- iii. Within ten (10) working days of submitting the Statement of Position, the Grantor and Grantees shall confer and attempt to resolve the dispute. If after the ten (10) working day period there is no resolution, then the Grantee, Vermont Agency of Natural Resources, shall compile an administrative record consisting of all documents submitted by any party. Based upon that record, the Commissioner shall issue a written decision and will send the decision to the Grantor and Grantees within thirty (30) working days. The decision of the Commissioner will be the final position of the Grantor and Grantees and shall be binding on the Parties, unless a court grants review of the dispute.
  - iv. If a court reviews a dispute under these environmental restrictions, such review shall be limited to the record established under Paragraph 5(h)(iii).
  - v. Time periods for the resolution of disputes may be extended or shortened by mutual agreement of the Grantor and all Grantees. The Parties agree to use their best efforts to resolve all disputes at the earliest possible time taking into consideration the primary objective of protecting the public health, welfare, safety and the environment.
- i. Construction of these environmental restrictions.
- i. The laws of the State of Vermont shall govern the interpretation and performance of these Environmental Restrictions.
  - ii. Any general rule of construction to the contrary notwithstanding, these Environmental Restrictions shall be liberally construed to effect the purpose of this instrument and the policy and purpose of CERCLA and 10 V.S.A. Chapter 159.
  - iii. If any provision of these Environmental Restrictions is found to be ambiguous, an interpretation consistent with the purpose of these Environmental Restrictions that would render the provision valid shall be favored over any interpretation that would render it invalid.

- iv. If any provision of these Environmental Restrictions, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of these Environmental Restrictions, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.
- j. Environmental restrictions to run with the land. The covenants, terms, conditions, and restrictions of these Environmental Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
- k. Assignability. The rights of the Grantee Agency of Natural Resources under these Environmental Restrictions are freely assignable, subject to the notice provisions hereof. The rights of all other Grantees and Grantor are assignable subject to the approval of the Grantee Agency of Natural Resources and the notice provisions of Paragraph 5(g).
- l. Recording. The parties may execute these Environmental Restrictions in two or more counterparts, which shall, in the aggregate, be signed by the parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

Grantees for themselves, their successors, and assigns by their signed acceptance of these Environmental Restrictions acknowledge the terms and conditions of these Environmental Restrictions and agree to be bound thereby.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantees, State of Vermont Agency of Natural Resources; Ethan Allen Global, Inc., Fairbanks Scales, Inc., and Robert Bosch Tool Corporation and their successors in interest and assigns, to their own use and behoof forever;

And Steven R. Parker, Grantor, for himself and his heirs, executors, administrators, and assigns, does covenant with the said Grantees, State of Vermont Agency of Natural Resources; Ethan Allen Global, Inc., Fairbanks Scales, Inc., and Robert Bosch Tool Corporation and their successors in interest and assigns, that until the ensealing of these presents, he is the sole owner of the premises and has good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE and I hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever.

66359

I hereunto set my hand and seal this 26 day of OCTOBER, 2006.

Steven R. Parker  
STEVEN R. PARKER

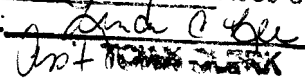
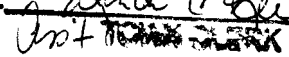
STATE OF VERMONT  
COUNTY OF CALEDONIA, ss.

At Lyndon this 26<sup>th</sup> day of October, 2006, Steven R. Parker,  
GRANTOR, personally appeared, and he acknowledged this instrument, by him sealed and  
subscribed, to be his free act and deed.

Before me Jeff D. [Signature]  
Notary Public  
My Commission Expires: 2/10/07

66359  **EXHIBIT A**

Being a parcel of land consisting of 6.4 acres, more or less, with improvements thereon located at 582 Lily Pond Road in Lyndon, Vermont, conveyed to Steven R. Parker by Warranty Deed of Anne H. Parker and Peter J. Morrisette, Trustees of the Dean G. Parker Revocable Family Trust dated May 11, 2005 and recorded in Book 168 at Page 21 of the Lyndon land record and by Quitclaim Deed of Anne H. Parker and Peter J. Morrisette, Trustees of the Dean G. Parker Revocable Family Trust dated October 18, 2006 and recorded in the Lyndon land records. The aforesaid property includes a one acre parcel conveyed by Warranty Deed of Anne H. Parker and Peter J. Morrisette, Trustees of the Dean G. Parker Revocable Family Trust to Steven R. Parker d/b/a S.R. Parker & Son dated August 24, 1998 and recorded in Book 128 at Page 67 of the Lyndon land records.

LYNDON, VT. TOWN CLERK'S OFFICE  
RECEIVED FOR RECORD  
Nov 14 A.D. 20 06  
At 7 o'clock 35 Minutes A M  
And Recorded in Book 180 Page 144-153  
Of Lyndon Land Records  
Attest:   




# VERMONT PROPERTY TRANSFER TAX RETURN

VERMONT DEPARTMENT OF TAXES

MONTPELIER, VERMONT 05633

(PLEASE TYPE OR PRINT CLEARLY)

<b>A SELLER'S (TRANSFEROR'S) NAME(S)</b>	COMPLETE MAILING ADDRESS FOLLOWING TRANSFER	SOCIAL SECURITY NO. OR TAXPAYER IDENT. NO.
Steven Parker	POBox 273, Lyndon, VT 05849-0273	
<b>B BUYER'S (TRANSFeree'S) NAME(S)</b>	COMPLETE MAILING ADDRESS FOLLOWING TRANSFER	SOCIAL SECURITY NO. OR TAXPAYER IDENT. NO.
Vermont Agency of Natural Resources	103 S. Main St., Center Bldg., Waterbury, VT 05671	
Ethan Allen Global, Inc.	Ethan Allen Drive, Danbury, CT 06811	
Fairbanks Scales, Inc.	821 Locust, Kansas City, Missouri 64106	
Robert Bosch Tool Corporation	1800 W. Central Road, Mt. Prospect, IL 60056	

<b>C PROPERTY LOCATION (Address in full)</b> Lily Pond Road Lyndon, VT	<b>D DATE OF CLOSING</b> 10/26/2006
---	--

<b>E INTEREST IN PROPERTY</b>			
1. <input type="checkbox"/> FEE SIMPLE	3. <input type="checkbox"/> UNDIVIDED 1/2 INTEREST	5. <input type="checkbox"/> TIME-SHARE	7. <input checked="" type="checkbox"/> EASEMENT/ROW
2. <input type="checkbox"/> LIFE ESTATE	4. <input type="checkbox"/> UNDIVIDED _____ % INTEREST	6. <input type="checkbox"/> LEASE	8. <input type="checkbox"/> OTHER _____

<b>F LAND SIZE (Acres or fraction thereof)</b> 6.4 aml	<b>G SPECIAL FACTORS:</b> HAVE DEVELOPMENT RIGHTS BEEN CONVEYED _____ NO _____ YES WAS SALE BETWEEN FAMILY MEMBERS <input checked="" type="checkbox"/> NO _____ YES STATE RELATIONSHIP _____ FINANCING: <input type="checkbox"/> CONVENTIONAL/BANK <input type="checkbox"/> OWNER FINANCING <input type="checkbox"/> OTHER _____
---	--

<b>H BUILDINGS ON PROPERTY AT THE TIME OF TRANSFER (CHECK ALL THAT APPLY):</b>			
1. <input type="checkbox"/> NONE	5. <input type="checkbox"/> FARM BUILDINGS	9. <input type="checkbox"/> STORE	
2. <input type="checkbox"/> FACTORY	6. <input type="checkbox"/> MULTI-FAMILY WITH _____ (INSERT NUMBER) DWELLING UNITS TRANSFERRED	10. <input type="checkbox"/> OTHER _____ DESCRIBE _____	
3. <input checked="" type="checkbox"/> SINGLE FAMILY DWELLING	7. <input type="checkbox"/> MOBILE HOME YEAR _____ MAKE _____ SER. NO. _____		
4. <input type="checkbox"/> CAMP/VACATION HOME	8. <input type="checkbox"/> CONDOMINIUM WITH _____ (INSERT NUMBER) UNITS TRANSFERRED		
CHECK WHETHER THE BUILDINGS WERE EVER <input type="checkbox"/> OCCUPIED <input type="checkbox"/> RENTED <input type="checkbox"/> WILL BE RENTED AFTER SALE			

<b>I PRIMARY USE OF PROPERTY BEFORE TRANSFER (CHECK ONE):</b>			
1. <input checked="" type="checkbox"/> PRIMARY RESIDENCE	3. <input type="checkbox"/> CAMP/VACATION	5. <input type="checkbox"/> OPERATING FARM	7. <input type="checkbox"/> COMMERCIAL/INDUSTRIAL _____ DESCRIBE _____
2. <input type="checkbox"/> OPEN LAND	4. <input type="checkbox"/> TIMBERLAND	6. <input type="checkbox"/> GOVERNMENT USE	8. <input type="checkbox"/> OTHER _____ DESCRIBE _____

<b>J PRIMARY USE OF PROPERTY AFTER TRANSFER (CHECK ONE):</b>			
1. <input checked="" type="checkbox"/> PRIMARY RESIDENCE	3. <input type="checkbox"/> CAMP/VACATION	5. <input type="checkbox"/> OPERATING FARM	7. <input type="checkbox"/> COMMERCIAL/INDUSTRIAL _____ DESCRIBE _____
2. <input type="checkbox"/> OPEN LAND	4. <input type="checkbox"/> TIMBERLAND	6. <input type="checkbox"/> GOVERNMENT USE	8. <input type="checkbox"/> OTHER _____ DESCRIBE _____

WAS PROPERTY PURCHASED BY TENANT \_\_\_\_\_ NO \_\_\_\_\_ YES DOES BUYER HOLD TITLE TO ANY ADJOINING PROPERTY \_\_\_\_\_ NO \_\_\_\_\_ YES

<b>K CURRENT USE VALUE PROGRAM:</b> IS ANY PORTION OF THE LAND BEING CONVEYED SUBJECT TO A LIEN OR OTHER RESTRICTIONS UNDER THE AGRICULTURAL AND MANAGED FOREST LAND USE VALUE PROGRAM CHAPTER 124 OF 32 V.S.A. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
---

<b>L IF TRANSFER IS EXEMPT FROM PROPERTY TRANSFER TAX, CITE EXEMPTION FROM INSTRUCTIONS AND COMPLETE SECTIONS M, N, AND O BELOW.</b> 2,4 - Transfer pursuant to U. S. District Court Consent Decree
--

<b>M TOTAL PRICE PAID \$</b> 0.00	<b>N PRICE PAID FOR PERSONAL PROPERTY \$</b> 0.00	<b>O PRICE PAID FOR REAL PROPERTY \$</b> 0.00
-----------------------------------	---	---

STATE TYPE OF PERSONAL PROPERTY \_\_\_\_\_  
IF PRICE PAID FOR REAL PROPERTY IS LESS THAN FAIR MARKET VALUE, PLEASE EXPLAIN: \_\_\_\_\_

<b>PROPERTY TRANSFER TAX</b>	MAKE CHECKS PAYABLE TO: VERMONT DEPARTMENT OF TAXES	
------------------------------	---	--

<b>P TAX DUE:</b> Enter amount from rate schedule on reverse side. COMPLETE RATE SCHEDULE FOR ALL TRANSFERS	\$ -750.00
---	------------

<b>Q DATE SELLER ACQUIRED</b> 1998
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<b>R IF A VERMONT LAND GAINS TAX RETURN IS NOT BEING FILED, CITE EXEMPTION FROM INSTRUCTIONS ON PAGE 4 OF THIS BOOKLET</b> #1
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(CONTINUED ON REVERSE SIDE)

<b>THIS SECTION TO BE COMPLETED BY TOWN OR CITY CLERK</b>		
TOWN/CITY <u>Lyndon</u>	ACKNOWLEDGMENT	TOWN NUMBER
DATE OF RECORD <u>Nov 14, 2006</u>	RETURN RECEIVED (INCLUDING CERTIFICATES AND ACT 250 DISCLOSURE STATEMENT) AND TAX PAID.	
BOOK NUMBER <u>180</u> PAGE NO. <u>144-153</u>	SIGNED <u>Linda C. Bee</u> CLERK	
LISTED VALUE \$ <u>172,500</u> GRAND LIST YEAR OF <u>2006</u>	DATE <u>12-20-2006</u>	
PARCEL ID NO. _____		
GRAND LIST CATEGORY _____		
SPAN <u>369-114-1183i</u>		

## RATE SCHEDULE

### 1. Tax on Special Rate Property:

- |   |               |
|---|---------------|
| a. Value of purchaser's principal residence (not to exceed \$100,000) (See Instructions)..... | 1. a. \$ 0.00 |
| b. Value of property enrolled in current use program .....                                    | b. \$         |
| c. Value of qualified working farm .....  | c. \$         |
| d. Add Lines 1a, b and c .....  | d. \$ 0.00    |
| e. Tax rate .....   | e. 0.005      |
| f. Tax due on Special Rate Property: Multiply Line 1d by Line 1e.....                         | f. \$ 0.00    |

### 2. Tax on General Rate Property:

- |  |               |
|--|---------------|
| a. Enter amount from Line O on front of return .....                   | 2. a. \$ 0.00 |
| b. Enter amount from Line 1d of Rate Schedule above .....              | b. \$ 0.00    |
| c. Subtract Line 2b from Line 2a .....                                 | c. \$ 0.00    |
| d. Tax Rate .....  | d. 0.0125     |
| e. Tax due on General Rate Property: Multiply Line 2c by Line 2d ..... | e. \$ 0.00    |

### 3. Total Tax Due:

Add Lines 1f and 2e and enter here and on line P on front of return 3. \$ 0.00

## LOCAL AND STATE PERMITS AND ACT 250 CERTIFICATES

Buyer(s) and Seller(s) certify as follows:

- A. That they have investigated and disclosed to every party to this transaction all of their knowledge relating to flood regulations, if any, affecting the property.
- B. That the seller(s) advised the buyer(s) that local and state building regulations, zoning regulations and subdivision regulations and wastewater system and potable water supply rules under Chapter 64 of Title 10 pertaining to the property may limit significantly the use of the property.
- C. That this transfer is in compliance with or is exempt from the wastewater system and potable water supply rules of the Agency of Natural Resources for the following reasons:

1. This property is the subject of Permit No. \_\_\_\_\_ and is in compliance with said permit, or
2. This property and any retained parcel is exempt from the wastewater system and potable water supply rules because (see instructions for exemptions):
- a. Parcel to be sold: Exemption Number \_\_\_\_\_
- b. Parcel retained: Exemption Number \_\_\_\_\_

Seller(s) further certifies as follows:

- D. That this transfer of real property and any development thereon is in compliance with or exempt from 10 V.S.A. Chapter 151, Vermont's Land Use and Development law (Act 250), for the following reason:

1. This property is the subject of Act 250 Permit No. 7C0002 and is in compliance with said permit, or
2. This property is exempt from Act 250 because: (list exemption number from Line D in instructions) \_\_\_\_\_

- E. That this transfer ~~does~~/does not (strike one) result in a partition or subdivision of land. Note: If it does, an Act 250 Disclosure Statement must be attached to this return before filing with the town clerk (see Line E instructions).

## WITHHOLDING CERTIFICATION

- ☐ Buyer(s) certifies that Vermont income tax has been withheld from the purchase price and will be remitted to the Commissioner of Taxes with Form RW-171 within 30 days from the transfer, OR that the transfer is exempt from income tax withholding for the following reason (check one):
- ☒ 1. Under penalties of perjury, seller(s) certifies that at the time of transfer, each seller was a resident of Vermont or an estate.
- ☐ 2. Buyer(s) certifies that the parties obtained withholding certificate no. \_\_\_\_\_ from the Commissioner of Taxes in advance of this sale.
- ☐ 3. Buyer(s) certifies that this is a transfer without consideration. (See instructions for Form RW-171).
- ☐ 4. Seller(s) is a mortgagor conveying the mortgaged property to a mortgagee in a foreclosure or transfer in lieu of foreclosure, with no additional consideration.

WE HEREBY SWEAR AND AFFIRM THAT THIS RETURN, INCLUDING ALL CERTIFICATES, IS TRUE, CORRECT AND COMPLETE TO THE BEST OF OUR KNOWLEDGE.

SELLER(S) SIGNATURE(S)	DATE	BUYER(S) SIGNATURE(S)	DATE
SP <i>[Signature]</i>	10/20/06	<i>[Signature]</i>	11/2/06
		(VANR)	
		(EAG)	
		(FSI)	
		(RBTC)	

Preparer's Signature *[Signature]*

Prepared by Jill Broderick, Esq.

Preparer's Address POB 248, St. Johnsbury, VT 05819

Buyer's Representative  
(Print or Type)

Tel. \_\_\_\_\_

## RATE SCHEDULE

<b>1. Tax on Special Rate Property:</b>		
a. Value of purchaser's principal residence (not to exceed \$100,000) (See Instructions).....	1. a. \$	0.00
b. Value of property enrolled in current use program .....	b. \$	
c. Value of qualified working farm .....	c. \$	
d. Add Lines 1a, b and c .....	d. \$	0.00
e. Tax rate .....	e.	0.005
f. Tax due on Special Rate Property: Multiply Line 1d by Line 1e.....	f. \$	0.00
<b>2. Tax on General Rate Property:</b>		
a. Enter amount from Line O on front of return .....	2. a. \$	0.00
b. Enter amount from Line 1d of Rate Schedule above .....	b. \$	0.00
c. Subtract Line 2b from Line 2a .....	c. \$	0.00
d. Tax Rate .....	d.	0.0125
e. Tax due on General Rate Property: Multiply Line 2c by Line 2d .....	e. \$	0.00
<b>3. Total Tax Due:</b>		
Add Lines 1f and 2e and enter here and on line P on front of return .....	3. \$	0.00

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- C. That this transfer is in compliance with or is exempt from the wastewater system and potable water supply rules of the Agency of Natural Resources for the following reasons:
1. This property is the subject of Permit No. \_\_\_\_\_ and is in compliance with said permit, or
2. This property and any retained parcel is exempt from the wastewater system and potable water supply rules because (see instructions for exemptions):
- a. Parcel to be sold: Exemption Number \_\_\_\_\_
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2. This property is exempt from Act 250 because: (list exemption number from Line D in instructions) \_\_\_\_\_
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- ☐ 4. Seller(s) is a mortgagor conveying the mortgaged property to a mortgagee in a foreclosure or transfer in lieu of foreclosure, with no additional consideration.

WE HEREBY SWEAR AND AFFIRM THAT THIS RETURN, INCLUDING ALL CERTIFICATES, IS TRUE, CORRECT AND COMPLETE TO THE BEST OF OUR KNOWLEDGE.

SELLER(S) SIGNATURE(S)	DATE	BUYER(S) SIGNATURE(S)	DATE
SP		(VANR) (EAG) <i>[Signature]</i> (FSI) (RRTC)	10/24/06

Preparer's Signature \_\_\_\_\_ Prepared by Jill Broderick, Esq.

Preparer's Address POB 248, St. Johnsbury, VT 05819 Buyer's Representative \_\_\_\_\_ Tel. \_\_\_\_\_  
(Print or Type)



## RATE SCHEDULE

<b>1. Tax on Special Rate Property:</b>		
a. Value of purchaser's principal residence (not to exceed \$100,000) (See Instructions).....		1. a. \$ 0.00
b. Value of property enrolled in current use program .....		b. \$
c. Value of qualified working farm .....		c. \$
d. Add Lines 1a, b and c .....		d. \$ 0.00
e. Tax rate .....		e. 0.005
f. Tax due on Special Rate Property: Multiply Line 1d by Line 1e.....		f. \$ 0.00
<b>2. Tax on General Rate Property:</b>		
a. Enter amount from Line O on front of return .....		2. a. \$ 0.00
b. Enter amount from Line 1d of Rate Schedule above .....		b. \$ 0.00
c. Subtract Line 2b from Line 2a .....		c. \$ 0.00
d. Tax Rate .....		d. 0.0125
e. Tax due on General Rate Property: Multiply Line 2c by Line 2d .....		e. \$ 0.00
<b>3. Total Tax Due:</b>		
Add Lines 1f and 2e and enter here and on line P on front of return .....		3. \$ 0.00

## LOCAL AND STATE PERMITS AND ACT 250 CERTIFICATES

Buyer(s) and Seller(s) certify as follows:

- A. That they have investigated and disclosed to every party to this transaction all of their knowledge relating to flood regulations, if any, affecting the property.  
 B. That the seller(s) advised the buyer(s) that local and state building regulations, zoning regulations and subdivision regulations and wastewater system and potable water supply rules under Chapter 64 of Title 10 pertaining to the property may limit significantly the use of the property.  
 C. That this transfer is in compliance with or is exempt from the wastewater system and potable water supply rules of the Agency of Natural Resources for the

following reasons:

1. This property is the subject of Permit No. \_\_\_\_\_ and is in compliance with said permit, or  
 2. This property and any retained parcel is exempt from the wastewater system and potable water supply rules because (see instructions for exemptions):  
     a. Parcel to be sold:                      Exemption Number \_\_\_\_\_  
     b. Parcel retained:                      Exemption Number \_\_\_\_\_

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1. This property is the subject of Act 250 Permit No. 7C0002 \_\_\_\_\_ and is in compliance with said permit. or  
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- ☒ 1. Under penalties of perjury, seller(s) certifies that at the time of transfer, each seller was a resident of Vermont or an estate.
- ☐ 2. Buyer(s) certifies that the parties obtained withholding certificate no. \_\_\_\_\_ from the Commissioner of Taxes in advance of this sale.
- ☐ 3. Buyer(s) certifies that this is a transfer without consideration. (See instructions for Form RW-171).
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SELLER(S) SIGNATURE(S)	DATE	BUYER(S) SIGNATURE(S)	DATE
SP		(VANR)	
		(EAG)	
		(FSI)	
		(RBTC) <i>Kate Ann</i>	10/24/06
Preparer's Signature _____ Prepared by <u>Jill Broderick, Esq.</u>			
Preparer's Address <u>POB 248, St. Johnsbury, VT 05819</u>		Buyer's Representative _____ Tel. _____ (Print or Type)	

66360

**DEED OF EASEMENTS, RIGHTS OF ACCESS, RESTRICTIVE COVENANTS AND  
OTHER INTERESTS**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS, Grantors, Kathleen A. Clark and William H. Clark, both residing in Lyndonville, Vermont, designated below, are the owners of a parcel of land and improvements situated thereon located in the County of Caledonia, State of Vermont, more particularly described in Exhibit A (the "Property", comprising approximately 1.6 acres); and

WHEREAS, the Property is located adjacent to the Parker Landfill Superfund Site ("Site") which the U.S. Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., placed on the National Priorities List, set forth at 40 C.F.R.300, Appendix B, by publication in the Federal Register on February 21, 1990;

WHEREAS, the Site consists of the solid waste landfill and a portion of the surrounding areas impacted or potentially impacted by the release of hazardous substances, pollutants or contaminants from the landfill. The Site is the subject of a remedial action required by the EPA and the Vermont Agency of Natural Resources;

WHEREAS, in a Record of Decision dated April 4, 1995, the Regional Administrator selected a "remedial action" for the Site, which provides, in part, for the following actions:

the design and construction of a multi-layer, low hydraulic conductivity cap over the landfill; surface water management control devices including a siltation pond, culverts, and drainage and wetland areas; long term monitoring and remediation of the groundwater, surface water, and sediments; post removal site control; construction of gas control system; wetlands restoration or replication; and implementation of institutional controls, including deed restrictions and/or other controls to prohibit the future use of the Restricted Area in any manner that would compromise the integrity of the cap, its related systems, and the groundwater;

WHEREAS, the multi-layer cap is served by an access road, a portion of which lies in close proximity to the cap; and the cap, the gas control system components, and the surface water management control features are located within the "Restricted Area", as such "Restricted Area" is shown on a plan entitled "Parker Family Irrevocable Trust, Restricted Area", dated October 25, 2006, which plan will be recorded on an approximately even date herewith in the Lyndon Town Land Records;

WHEREAS, the EPA and the State of Vermont Agency of Natural Resources have determined that certain easements, rights, obligations, covenants and restrictions, as more particularly set forth below, are necessary to protect and maintain the integrity and effectiveness of the remedial actions all as required by a Consent Decree filed by the U.S. District Court, District of Vermont, on April 15, 1999 in the matter of United States and State of Vermont v.

Dean Parker, et al (the "Consent Decree") and a Unilateral Administrative Order entered by the United States against Vermont American Corporation; and

WHEREAS Grantors wish to cooperate fully in the implementation of all such remedial actions at the Site;

NOW, THEREFORE,

Kathleen A. Clark and William H. Clark, Grantors, in consideration of the above recitals and the mutual covenants set forth herein, and other consideration, the receipt and sufficiency of which is acknowledged, by these presents, do for themselves, their heirs, and their successors and assigns freely, GIVE, GRANT, SELL, CONVEY AND CONFIRM unto State of Vermont Agency of Natural Resources; Ethan Allen Global, Inc., a Delaware corporation, with its corporate offices located in Danbury, Connecticut; Fairbanks Scales, Inc. a Kansas corporation with its corporate offices located in Kansas City, Missouri; and Robert Bosch Tool Corporation, a Delaware corporation with its corporate offices located in Mount Prospect, Illinois, Grantees, their successors in interest and assigns forever, the following interests, easements, rights, obligations, covenants, and restrictions (hereinafter referred to as the "Environmental Restrictions") in the Property described within Exhibit A attached hereto.

**1. Access Rights. An easement for access in, on, upon, through, over and under, and a right of access to the Property, to and for the benefit of the Grantees and their designees for the purpose of conducting any lawful activity related to the Consent Decree or any other enforcement agreement, including, but not limited to, the following purposes:**

- a. Monitoring and implementing the Consent Decree or any other enforcement agreement, including operation and maintenance of the cap and the gas removal system, treatment of ground water, and any future response or remedial actions.
- b. Compiling and verifying any data or information submitted to the United States and the State of Vermont.
- c. Conducting investigations relating to the contamination at or near the Restricted Area.
- d. Obtaining samples.
- e. Monitoring of the ground water, surface water or air.
- f. Assessing compliance with the consent decree and other enforcement agreements.

- g. Conducting other investigations and response or remedial actions consistent with CERCLA, the NCP and/or other applicable State or Federal environmental regulations.
- h. Assessing the need for, planning, or implementing this or additional response or remedial actions pursuant to CERCLA, corrective actions pursuant to 10 V.S.A. § 6615b, or any other appropriate response pursuant to State or Federal environmental law or regulation.

**2. Restricted uses and activities. The Grantors, for themselves, their successors in interest, heirs, and assigns, agree and covenant with the Grantees, their successors in interest or assigns, that the Grantors shall neither perform, nor suffer, allow or cause any other person to perform, any activities or uses in, on, upon, through, over or under the Property which in any way compromise the remedy as required by the Consent Decree and other enforcement agreements including, without limitation, any activities that violate of one or more of the following conditions:**

- a. Grantors shall comply with all federal, state, and local laws and regulations regarding the handling and disposal of hazardous substances, pollutants or contaminants.
- b. Grantors shall not use the Property or allow the Property to be used so as to unreasonably interfere with any investigations of the environmental conditions or remedial activities at the Site.
- c. Grantors shall not use or allow the use of the groundwater underlying the Property and shall not install or allow the installation of wells, for any purpose, except wells used for the purpose of environmental monitoring or remediation and which are approved by the State of Vermont or the EPA.
- d. Grantors shall not perform or allow to be performed on the Property any construction activities which will change ground water conditions.
- e. Grantors shall not engage in any use which would disturb or tend to disturb the integrity of any portion of the remedial action, including, but not limited to, the multi-barrier caps landfill gas control system, the permeable reactive barrier, the bio-enhanced natural attenuation system, and wetlands restoration or replication, whether in place now or to be put in place in the future, and any use which would disturb or tend to disturb or interfere with the functioning of any necessary system for the monitoring of the effectiveness of the remedial action.
- f. Grantors shall not engage in any uses or activities which interfere with, in any way, the surface water management controls which are necessary in conjunction with the implementation of the remedial action.

g. Grantors and each Grantee covenant and agree:

- i. To use existing roads whenever possible in connection with utilizing their access rights under Paragraph 1.
- ii. To not block access along or otherwise interfere with the use of any existing roads or roads established in the future.
- iii. That if their actions on a road currently existing or created in the future cause damage to that road the party responsible for causing the damage shall repair the road
- iv. To not interfere with underground utilities. The Grantors and their successors, heirs, and assigns shall have the right to connect to any underground electric service located in the Property, provided that such a connection does not interfere with the use of that service by Grantees.

**3. Determination of appropriate uses. Grantor may request a determination as to whether a use or activity is consistent with these Environmental Restrictions. Failure to seek such a determination does not limit any Grantee from enforcing the terms of these Environmental Restrictions or create a defense for grantor for violating the terms of this easement.**

- a. The Grantor may request in writing that the Grantee Vermont Agency of Natural Resources determine whether an activity is permitted under these Environmental Restrictions. Grantor shall send a copy of any such request to each other Grantee and the EPA contemporaneously with its request to the Vermont Agency of Natural Resources.
- b. Any determination by the Grantee Vermont Agency of Natural Resources shall be signed by the Commissioner of the Vermont Department of Environmental Conservation after a reasonable opportunity for review and comment by the EPA. Any determination made under this Paragraph 3 shall be binding on Grantor and all Grantees and their successors in interest and assigns.
- c. This determination shall be recorded in the Town of Lyndon land records by the Grantor within twenty-one (21) days of receipt. A certified copy of the same with the recording stamps shall be filed with the Vermont Agency of Natural Resources and EPA within twenty-one (21) days of the date of recording.
- d. The Grantor shall send copies of all determinations to the Grantees within twenty-one (21) days of the date of recording.

4. **Groundwater use restrictions and covenant.**

- a. Grantors for themselves, their assigns, and successors in interest hereby grant, sell, convey, and confirm to the Grantees and their successors and assigns an easement in gross over the Property to draw, divert, extract, consume, convey, use and enjoy the groundwater located on or underlying the Property for the sole purposes of monitoring and remediating the groundwater.
- b. The term "groundwater" as used in these Environmental Restrictions shall be defined as provided by 10 V.S.A. § 1410(b)(1) as water below the land surface.
- c. The Grantors acknowledge, agree, and covenant with the State of Vermont, that they will refrain from drawing, extracting, consuming, conveying, or using in any manner the groundwater located on or underlying the Property, until such time as the Grantee, Vermont Agency of Natural Resources, notifies Grantors the groundwater underlying the property does not exceed groundwater enforcement standards, established pursuant to the Vermont Groundwater Protection Rule and Strategy.

5. **General Provisions.**

- a. **Modification or termination of these Environmental Restrictions.**
  - i. The Environmental Restriction may be modified or terminated in whole or in part upon written agreement of the Grantors and Grantee Agency of Natural Resources and the EPA and recorded in the land records in the Town of Lyndon.
  - ii. Grantee Vermont Agency of Natural Resources may terminate, in whole or in part, the above Environmental Restrictions at such time or times, if ever, when the Grantee Agency of Natural Resources in its sole reasonable discretion, determine that the purposes for which these Environmental Restrictions were created have been achieved.
  - iii. Modification or Termination of these Environmental Restrictions under this Paragraph 5(a) shall be binding on all Grantees.
- b. **Acknowledgment of EPA as Third Party Beneficiary.** Grantor by its execution of this deed, and Grantees by their signed acceptance of this deed acknowledge that the EPA is a third party beneficiary to these Environmental Restrictions, and Grantor and Grantees for their successors and assigns covenant not to contest the ability of the EPA to utilize or enforce any provision or restriction contained within these Environmental Restrictions.

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- c. Reservation to Grantors. Grantors hereby reserves unto themselves, their successors in interest and assigns, all rights and privileges in and to the use of the Property which are not incompatible with these Environmental Restrictions.
- d. No public right of access. These Environmental Restrictions convey no right of access or use by the general public to any portion of the Property.
- e. Notice in conveyances. Grantors agrees to include in any instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases, and mortgages, a notice in the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO THE EFFECT OF A DEED OF EASEMENTS, RIGHTS OF ACCESS, RESTRICTIVE COVENANTS AND OTHER INTERESTS DATED \_\_\_\_\_, 2006, AND RECORDED IN BOOK \_\_\_\_\_, PAGES \_\_\_\_\_ OF THE LYNDON TOWN LAND RECORDS, IN FAVOR OF, AND ENFORCEABLE BY THE STATE OF VERMONT AND/OR THE UNITED STATES, INCLUDING BUT NOT LIMITED TO USE RESTRICTIONS AND A PROHIBITION ON WELL DRILLING.

f. Enforcement.

- i. Any Grantee or the EPA shall be entitled to enforce the terms of these Environmental Restrictions by resort to specific performance or other legal process.
- ii. All reasonable costs and expenses incurred by Grantee Agency of Natural Resources and the EPA including, but not limited to, attorneys' fees, incurred in any enforcement action shall be borne by the Grantor or successors in interest to the Property.
- iii. All remedies available hereunder shall be in addition to any and all remedies at law or in equity, including but not limited to CERCLA. Nothing in this deed shall be construed to limit or otherwise affect EPA's or the State of Vermont's rights of entry and access provided by law or regulation.
- iv. Enforcement of the terms of these Environmental Restrictions shall be at the discretion of the Grantees and the EPA, and any forbearance, delay or omission to exercise their rights under these Environmental Restrictions shall not be deemed to be a waiver by the Grantees and the EPA of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Grantees and the EPA under these Environmental Restrictions.

- v. In addition to equitable and injunctive relief, any Grantee shall be entitled to recover damages for violations of the terms of these Environmental Restrictions, or for any injury to the remedial action.
- vi. Grantee Agency of Natural Resources and the EPA shall be entitled to recover damages for injury to the public or to the environment protected by these Environmental Restrictions..

g. Notice Requirements

- i. The official service list shall be maintained by Grantee Vermont Agency of Natural Resources and shall be available upon the request of Grantors or any Grantee.
- ii. Grantors and each Grantee shall provide Grantee Vermont Agency of Natural Resources with a point of contact and address for notices under these Environmental Restrictions.
- iii. Grantors and each Grantee shall provide notice to all other parties to these Environmental Restrictions of a change in the point of contact information 30 days prior to such a change being made.
- iv. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other shall be in writing and shall either be served personally or sent by certified mail to all points of contact on the official service list.

h. Dispute Resolution. In the event of a disagreement between Grantor and Grantees under this easement, the following dispute resolution provisions shall be followed If Vermont Department of Environmental Conservation Commissioner ("Commissioner") determines, in the Commissioner's sole reasonable discretion, that the disagreement has the potential to create a threat to public health or the environment the Commissioner may waive these dispute resolution provisions:

- i. The Grantor or any Grantee may initiate dispute resolution by providing written notice to the other party, identifying the matter(s) in dispute and requesting that this process be initiated. In the event of such notice, the parties will attempt to resolve the disagreement(s) through informal discussions within ten (10) working days after receipt of such notice.
- ii. If informal discussions are unable to resolve the dispute within the ten (10) working day period, the disagreement(s) the Grantor and Grantees shall each submit to the others a written summary of the



matter in dispute and a statement of their position on that matter ("Statement of Position"), including any data, analysis, or opinion supporting that position and all supporting documentation relied upon.

- iii. Within ten (10) working days of submitting the Statement of Position, the Grantor and Grantees shall confer and attempt to resolve the dispute. If after the ten (10) working day period there is no resolution, then the Grantee Vermont Agency of Natural Resources shall compile an administrative record consisting of all documents submitted by any party. Based upon that record, the Commissioner shall issue a written decision and will send the decision to the Grantor and Grantees within thirty (30) working days. The decision of the Commissioner will be the final position of the Grantor and Grantees and shall be binding on the Parties, unless a court grants review of the dispute.
  - iv. If a court reviews a dispute under these environmental restrictions, such review shall be limited to the record established under Paragraph 5(h)(iii).
  - v. Time periods for the resolution of disputes may be extended or shortened by mutual agreement of the Grantor and all Grantees. The Parties agree to use their best efforts to resolve all disputes at the earliest possible time taking into consideration the primary objective of protecting the public health, welfare, safety and the environment.
- i. Construction of these environmental restrictions.
  - i. The laws of the State of Vermont shall govern the interpretation and performance of these Environmental Restrictions.
  - ii. Any general rule of construction to the contrary notwithstanding, these Environmental Restrictions shall be liberally construed to effect the purpose of this instrument and the policy and purpose of CERCLA and 10 V.S.A. Chapter 159.
  - iii. If any provision of these Environmental Restrictions is found to be ambiguous, an interpretation consistent with the purpose of these Environmental Restrictions that would render the provision valid shall be favored over any interpretation that would render it invalid.

- iv. If any provision of these Environmental Restrictions, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of these Environmental Restrictions, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.
- j. Environmental restrictions to run with the land. The covenants, terms, conditions, and restrictions of these Environmental Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
- k. Assignability. The rights of the Grantee Agency of Natural Resources under these Environmental Restrictions are freely assignable, subject to the notice provisions hereof. The rights of all other Grantees and Grantors are assignable subject to the approval of the Grantee Agency of Natural Resources and the notice provisions of Paragraph 5(g).
- l. Recording. The parties may execute these Environmental Restrictions in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

Grantees for themselves, their successors, and assigns by their signed acceptance of these Environmental Restrictions acknowledge the terms and conditions of these Environmental Restrictions and agree to be bound thereby.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantees, State of Vermont Agency of Natural Resources; Ethan Allen Global, Inc., Fairbanks Scales, Inc., and Robert Bosch Tool Corporation, and their successors in interest and assigns, to their own use and behoof forever;

And Kathleen A. Clark and William H. Clark, Grantors, for themselves and their heirs, executors, administrators, do covenant with the said Grantees, State of Vermont Agency of Natural Resources; Ethan Allen Global, Inc., Fairbanks Scales, Inc., and Robert Bosch Tool Corporation, and their successors in interest and assigns, that until the ensealing of these presents, they are the sole owners of the premises and have good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE, except for utility line easements of record, and we hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever.

66360

We hereunto set our hands and seals this 26<sup>th</sup> day of October, 2006.

Kathleen A. Clark  
KATHLEEN A. CLARK

William H. Clark  
WILLIAM H. CLARK

STATE OF VERMONT  
COUNTY OF CALEDONIA, ss.

At Lyndon this 26<sup>th</sup> day of October, 2006, KATHLEEN A CLARK and WILLIAM H. CLARK, GRANTORS, personally appeared, and they acknowledged this instrument, by them sealed and subscribed, to be their free acts and deeds.

Before me [Signature]  
Notary Public  
My Commission Expires: 2/10/07

**66360** **EXHIBIT A**

Being a parcel of land with improvements thereon consisting of 1.6 acres, more or less, and being all and the same land and premises conveyed by Warranty Deed of William H. Clark to Kathleen A. Parker (now Kathleen A. Clark) and William H. Clark dated December 6, 2004 and recorded in Book 165 at Page 239 of Lyndon land records; and being all and the same land and premises conveyed by Warranty Deed of Anne H. Parker to William H. Clark dated December 6, 2004 and recorded in Book 165 at Page 237 of Lyndon land records; and being all and the same land and premises conveyed by Warranty Deed of Kathleen A. Parker and William H. Clark to Anne H. Parker dated December 6, 2004 and recorded in Book 165 at Page 235 of Lyndon land records; Warranty Deed of Anne H. Parker and Peter J. Morrisette, Trustees of the Dean G. Parker Revocable Family Trust to Kathleen A. Parker and William H. Clark dated May 3, 2004 and recorded in Book 160 at Page 535 of the Lyndon land records.



LYNDON VT. TOWN CLERK'S OFFICE  
RECEIVED FOR RECORD  
Nov 14 A.D. 20 06  
At 7 o'clock 35 Minutes A M  
And Recorded in Book 180 Page 154-163  
Of Lyndon Land Records  
Attest: Linda C. Lee  
Town Clerk

# VERMONT PROPERTY TRANSFER TAX RETURN

VERMONT DEPARTMENT OF TAXES  
MONTPELIER, VERMONT 05633

(PLEASE TYPE OR PRINT CLEARLY)

A SELLER'S (TRANSFEROR'S) NAME(S)	COMPLETE MAILING ADDRESS FOLLOWING TRANSFER	SOCIAL SECURITY NO. OR TAXPAYER IDENT. NO.
Kathleen A. Clark	PO Box 755, Lyndonville, VT 05851-0755	<del>Black out on Town Copy Only</del>
William H. Clark	Same	
B BUYER'S (TRANSFEE'S) NAME(S)	COMPLETE MAILING ADDRESS FOLLOWING TRANSFER	SOCIAL SECURITY NO. OR TAXPAYER IDENT. NO.
Vermont Agency of Natural Resources	103 S. Main St., Center Bldg., Waterbury, VT 05671	
Ethan Allen Global, Inc.	Ethan Allen Drive, Danbury, CT 06811	
Fairbanks Scales, Inc.	821 Locust, Kansas City, Missouri 64106	
Robert Bosch Tool Corporation	1800 W. Central Road, Mt. Prospect, IL 60056	

C PROPERTY LOCATION (Address in full) Lily Pond Road Lyndon, VT	D DATE OF RECORDING 10/26/2006
---	-----------------------------------

E INTEREST IN PROPERTY			
1. <input type="checkbox"/> FEE SIMPLE	3. <input type="checkbox"/> UNDIVIDED 1/2 INTEREST	5. <input type="checkbox"/> TIME-SHARE	7. <input checked="" type="checkbox"/> EASEMENT/ROW
2. <input type="checkbox"/> LIFE ESTATE	4. <input type="checkbox"/> UNDIVIDED _____ % INTEREST	6. <input type="checkbox"/> LEASE	8. <input type="checkbox"/> OTHER _____

F LAND SIZE (Acres or fraction thereof) 1.6 aml	G SPECIAL FACTORS: HAVE DEVELOPMENT RIGHTS BEEN CONVEYED _____ NO _____ YES WAS SALE BETWEEN FAMILY MEMBERS <u>XX</u> NO _____ YES STATE RELATIONSHIP FINANCING: <input type="checkbox"/> CONVENTIONAL/BANK <input type="checkbox"/> OWNER FINANCING <input type="checkbox"/> OTHER _____
--	---

H BUILDINGS ON PROPERTY AT THE TIME OF TRANSFER (CHECK ALL THAT APPLY):			
1. <input type="checkbox"/> NONE	5. <input type="checkbox"/> FARM BUILDINGS	9. <input type="checkbox"/> STORE	
2. <input type="checkbox"/> FACTORY	6. <input type="checkbox"/> MULTI-FAMILY WITH _____ (INSERT NUMBER) DWELLING UNITS TRANSFERRED	10. <input type="checkbox"/> OTHER _____ DESCRIBE _____	
3. <input checked="" type="checkbox"/> SINGLE FAMILY DWELLING	7. <input type="checkbox"/> MOBILE HOME YEAR _____ MAKE _____ SER. NO. _____		
4. <input type="checkbox"/> CAMP/VACATION HOME	8. <input type="checkbox"/> CONDOMINIUM WITH _____ (INSERT NUMBER) UNITS TRANSFERRED		

CHECK WHETHER THE BUILDINGS WERE EVER ☐ OCCUPIED ☐ RENTED ☐ WILL BE RENTED AFTER SALE

I PRIMARY USE OF PROPERTY BEFORE TRANSFER (CHECK ONE):			
1. <input checked="" type="checkbox"/> PRIMARY RESIDENCE	3. <input type="checkbox"/> CAMP/VACATION	5. <input type="checkbox"/> OPERATING FARM	7. <input type="checkbox"/> COMMERCIAL/INDUSTRIAL _____ DESCRIBE _____
2. <input type="checkbox"/> OPEN LAND	4. <input type="checkbox"/> TIMBERLAND	6. <input type="checkbox"/> GOVERNMENT USE	8. <input type="checkbox"/> OTHER _____ DESCRIBE _____

J PRIMARY USE OF PROPERTY AFTER TRANSFER (CHECK ONE):			
1. <input checked="" type="checkbox"/> PRIMARY RESIDENCE	3. <input type="checkbox"/> CAMP/VACATION	5. <input type="checkbox"/> OPERATING FARM	7. <input type="checkbox"/> COMMERCIAL/INDUSTRIAL _____ DESCRIBE _____
2. <input type="checkbox"/> OPEN LAND	4. <input type="checkbox"/> TIMBERLAND	6. <input type="checkbox"/> GOVERNMENT USE	8. <input type="checkbox"/> OTHER _____ DESCRIBE _____

WAS PROPERTY PURCHASED BY TENANT \_\_\_\_\_ NO \_\_\_\_\_ YES DOES BUYER HOLD TITLE TO ANY ADJOINING PROPERTY \_\_\_\_\_ NO \_\_\_\_\_ YES

K CURRENT USE VALUE PROGRAM: IS ANY PORTION OF THE LAND BEING CONVEYED SUBJECT TO A LIEN OR OTHER RESTRICTIONS UNDER THE AGRICULTURAL AND MANAGED FOREST LAND USE VALUE PROGRAM CHAPTER 124 OF 32 V.S.A. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
--

L IF TRANSFER IS EXEMPT FROM PROPERTY TRANSFER TAX, CITE EXEMPTION FROM INSTRUCTIONS AND COMPLETE SECTIONS M, N, AND O BELOW. 2, 4 - Transfer pursuant to U. S. District Court Consent Decree
--

M TOTAL PRICE PAID \$ 0.00	N PRICE PAID FOR PERSONAL PROPERTY \$ 0.00	O PRICE PAID FOR REAL PROPERTY \$ 0.00
----------------------------	--	--

STATE TYPE OF PERSONAL PROPERTY \_\_\_\_\_  
IF PRICE PAID FOR REAL PROPERTY IS LESS THAN FAIR MARKET VALUE, PLEASE EXPLAIN: \_\_\_\_\_

PROPERTY TRANSFER TAX	MAKE CHECKS PAYABLE TO: VERMONT DEPARTMENT OF TAXES	\$ -750.00
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P TAX DUE: Enter amount from rate schedule on reverse side. COMPLETE RATE SCHEDULE FOR ALL TRANSFERS

Q DATE SELLER ACQUIRED 1971

R IF A VERMONT LAND GAINS TAX RETURN IS NOT BEING FILED, CITE EXEMPTION FROM INSTRUCTIONS ON PAGE 4 OF THIS BOOKLET #1  
(CONTINUED ON REVERSE SIDE)

THIS SECTION TO BE COMPLETED BY TOWN OR CITY CLERK		ACKNOWLEDGMENT	TOWN NUMBER
TOWN/CITY <u>Lyndon</u>	DATE OF RECORD <u>NOV 14, 2006</u>	RETURN RECEIVED (INCLUDING CERTIFICATES AND ACT 250 DISCLOSURE STATEMENT) AND TAX PAID.	
BOOK NUMBER <u>180</u>	PAGE NO. <u>154-163</u>	SIGNED <u>[Signature]</u>	06-190
LISTED VALUE \$ <u>714,400</u>	GRAND LIST YEAR OF <u>2006</u>	CLERK <u>[Signature]</u>	
PARCEL ID NO. _____	GRAND LIST CATEGORY <u>369-114-12704</u>	DATE <u>12-20-2006</u>	

## RATE SCHEDULE

<b>1. Tax on Special Rate Property:</b>		
a. Value of purchaser's principal residence (not to exceed \$100,000) (See Instructions).....	1. a. \$	0.00
b. Value of property enrolled in current use program .....	b. \$	
c. Value of qualified working farm .....	c. \$	
d. Add Lines 1a, b and c .....	d. \$	0.00
e. Tax rate .....	e.	0.005
f. Tax due on Special Rate Property: Multiply Line 1d by Line 1e.....	f. \$	0.00
<b>2. Tax on General Rate Property:</b>		
a. Enter amount from Line O on front of return .....	2. a. \$	0.00
b. Enter amount from Line 1d of Rate Schedule above .....	b. \$	0.00
c. Subtract Line 2b from Line 2a .....	c. \$	0.00
d. Tax Rate .....	d.	0.0125
e. Tax due on General Rate Property: Multiply Line 2c by Line 2d .....	e. \$	0.00
<b>3. Total Tax Due:</b>		
Add Lines 1f and 2e and enter here and on line P on front of return .....	3. \$	0.00

## LOCAL AND STATE PERMITS AND ACT 250 CERTIFICATES

Buyer(s) and Seller(s) certify as follows:

- A. That they have investigated and disclosed to every party to this transaction all of their knowledge relating to flood regulations, if any, affecting the property.  
 B. That the seller(s) advised the buyer(s) that local and state building regulations, zoning regulations and subdivision regulations and wastewater system and potable water supply rules under Chapter 64 of Title 10 pertaining to the property may limit significantly the use of the property.  
 C. That this transfer is in compliance with or is exempt from the wastewater system and potable water supply rules of the Agency of Natural Resources for the

following reasons:

1. This property is the subject of Permit No. \_\_\_\_\_ and is in compliance with said permit, or  
 2. This property and any retained parcel is exempt from the wastewater system and potable water supply rules because (see instructions for exemptions):  
     a. Parcel to be sold:                      Exemption Number \_\_\_\_\_  
     b. Parcel retained:                      Exemption Number \_\_\_\_\_

Seller(s) further certifies as follows:

- D. That this transfer of real property and any development thereon is in compliance with or exempt from 10 V.S.A. Chapter 151, Vermont's Land Use and Development law (Act 250), for the following reason:  
 1. This property is the subject of Act 250 Permit No. 7C0002 and is in compliance with said permit. or  
 2. This property is exempt from Act 250 because: (list exemption number from Line D in instructions) \_\_\_\_\_  
 E. That this transfer ~~does~~/does not (strike one) result in a partition or subdivision of land. Note: If it does, an Act 250 Disclosure Statement must be attached to this return before filing with the town clerk (see Line E instructions).

## WITHHOLDING CERTIFICATION

- ☐ Buyer(s) certifies that Vermont income tax has been withheld from the purchase price and will be remitted to the Commissioner of Taxes with Form RW-171 within 30 days from the transfer, OR that the transfer is exempt from income tax withholding for the following reason (check one):
- ☒ 1. Under penalties of perjury, seller(s) certifies that at the time of transfer, each seller was a resident of Vermont or an estate.
- ☐ 2. Buyer(s) certifies that the parties obtained withholding certificate no. \_\_\_\_\_ from the Commissioner of Taxes in advance of this sale.
- ☐ 3. Buyer(s) certifies that this is a transfer without consideration. (See instructions for Form RW-171).
- ☐ 4. Seller(s) is a mortgagor conveying the mortgaged property to a mortgagee in a foreclosure or transfer in lieu of foreclosure, with no additional consideration.

WE HEREBY SWEAR AND AFFIRM THAT THIS RETURN, INCLUDING ALL CERTIFICATES, IS TRUE, CORRECT AND COMPLETE TO THE BEST OF OUR KNOWLEDGE.

SELLER(S) SIGNATURE(S)	DATE	BUYER(S) SIGNATURE(S)	DATE
KAC <i>Kathleen A. Clark</i>		(VANR) <i>[Signature]</i>	11/2/2006
WHC <i>William H. Clark</i>		(EAG)	
		(FSI)	
		(RETC)	

Preparer's Signature

Prepared by Jill Broderick, Esq.

Preparer's Address POB 248, St. Johnsbury, VT 05819

Buyer's Representative  
(Print or Type)

Tel. \_\_\_\_\_

## RATE SCHEDULE

**1. Tax on Special Rate Property:**

- a. Value of purchaser's principal residence (not to exceed \$100,000) (See Instructions).....
- b. Value of property enrolled in current use program .....
- c. Value of qualified working farm .....
- d. Add Lines 1a, b and c .....
- e. Tax rate .....
- f. Tax due on Special Rate Property: Multiply Line 1d by Line 1e.....

1. a. \$ 0.00

b. \$

c. \$

d. \$ 0.00

e. 0.005

f. \$ 0.00

**2. Tax on General Rate Property:**

- a. Enter amount from Line O on front of return .....
- b. Enter amount from Line 1d of Rate Schedule above .....
- c. Subtract Line 2b from Line 2a .....
- d. Tax Rate .....
- e. Tax due on General Rate Property: Multiply Line 2c by Line 2d .....

2. a. \$ 0.00

b. \$ 0.00

c. \$ 0.00

d. 0.0125

e. \$ 0.00

**3. Total Tax Due:**

Add Lines 1f and 2e and enter here and on line P on front of return .....

3. \$ 0.00

## LOCAL AND STATE PERMITS AND ACT 250 CERTIFICATES

Buyer(s) and Seller(s) certify as follows:

- A. That they have investigated and disclosed to every party to this transaction all of their knowledge relating to flood regulations, if any, affecting the property.
- B. That the seller(s) advised the buyer(s) that local and state building regulations, zoning regulations and subdivision regulations and wastewater system and potable water supply rules under Chapter 64 of Title 10 pertaining to the property may limit significantly the use of the property.
- C. That this transfer is in compliance with or is exempt from the wastewater system and potable water supply rules of the Agency of Natural Resources for the following reasons:

1. This property is the subject of Permit No. \_\_\_\_\_ and is in compliance with said permit, or
2. This property and any retained parcel is exempt from the wastewater system and potable water supply rules because (see instructions for exemptions):

- a. Parcel to be sold: Exemption Number \_\_\_\_\_
- b. Parcel retained: Exemption Number \_\_\_\_\_

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2. This property is exempt from Act 250 because: (list exemption number from Line D in Instructions) \_\_\_\_\_

- E. That this transfer does/does not (strike one) result in a partition or subdivision of land. Note: If it does, an Act 250 Disclosure Statement must be attached to this return before filing with the town clerk (see Line E instructions).

## WITHHOLDING CERTIFICATION

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SELLER(S) SIGNATURE(S)	DATE	BUYER(S) SIGNATURE(S)	DATE
KAC		(VANR)	
WHC		(EAG) <i>[Signature]</i>	10/24/06
		(FSI)	
		(RBTIC)	

Preparer's Signature \_\_\_\_\_ Prepared by Jill Broderick, Esq.

Preparer's Address POB 248, St. Johnsbury, VT 05819 Buyer's Representative \_\_\_\_\_ Tel. \_\_\_\_\_  
(Print or Type)

## RATE SCHEDULE

<b>1. Tax on Special Rate Property:</b>		1. a. \$ <u>0.00</u>
a. Value of purchaser's principal residence (not to exceed \$100,000) (See Instructions).....		b. \$ _____
b. Value of property enrolled in current use program .....		c. \$ _____
c. Value of qualified working farm .....		d. \$ <u>0.00</u>
d. Add Lines 1a, b and c .....		e. <u>0.005</u>
e. Tax rate .....		f. \$ <u>0.00</u>
f. Tax due on Special Rate Property: Multiply Line 1d by Line 1e.....		
<b>2. Tax on General Rate Property:</b>		2. a. \$ <u>0.00</u>
a. Enter amount from Line O on front of return .....		b. \$ <u>0.00</u>
b. Enter amount from Line 1d of Rate Schedule above .....		c. \$ <u>0.00</u>
c. Subtract Line 2b from Line 2a .....		d. <u>0.0125</u>
d. Tax Rate .....		e. \$ <u>0.00</u>
e. Tax due on General Rate Property: Multiply Line 2c by Line 2d .....		
<b>3. Total Tax Due:</b>		3. \$ <u>0.00</u>
Add Lines 1f and 2e and enter here and on line P on front of return .....		

## LOCAL AND STATE PERMITS AND ACT 250 CERTIFICATES

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SELLER(S) SIGNATURE(S)	DATE	BUYER(S) SIGNATURE(S)	DATE
KAC		(VANR)	
WHC		(EAG)	
		(PSI)	10/25/06
		(BETC)	

Preparer's Signature \_\_\_\_\_ Prepared by Jill Broderick, Esq.

Preparer's Address POB 248, St. Johnsbury, VT 05819 Buyer's Representative \_\_\_\_\_ Tel. \_\_\_\_\_  
(Print or Type)



## RATE SCHEDULE

1. Tax on Special Rate Property:		
a. Value of purchaser's principal residence (not to exceed \$100,000) (See Instructions).....	1. a. \$	0.00
b. Value of property enrolled in current use program .....	b. \$	
c. Value of qualified working farm .....	c. \$	
d. Add Lines 1a, b and c .....	d. \$	0.00
e. Tax rate .....	e.	0.005
f. Tax due on Special Rate Property: Multiply Line 1d by Line 1e.....	f. \$	0.00
2. Tax on General Rate Property:		
a. Enter amount from Line O on front of return .....	2. a. \$	0.00
b. Enter amount from Line 1d of Rate Schedule above .....	b. \$	0.00
c. Subtract Line 2b from Line 2a .....	c. \$	0.00
d. Tax Rate .....	d.	0.0125
e. Tax due on General Rate Property: Multiply Line 2c by Line 2d .....	e. \$	0.00
3. Total Tax Due:		
Add Lines 1f and 2e and enter here and on line P on front of return .....	3. \$	0.00

## LOCAL AND STATE PERMITS AND ACT 250 CERTIFICATES

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following reasons:

1. This property is the subject of Permit No. \_\_\_\_\_ and is in compliance with said permit, or  
 2. This property and any retained parcel is exempt from the wastewater system and potable water supply rules because (see instructions for exemptions):  
     a. Parcel to be sold:                      Exemption Number \_\_\_\_\_  
     b. Parcel retained:                      Exemption Number \_\_\_\_\_

Seller(s) further certifies as follows:

- D. That this transfer of real property and any development thereon is in compliance with or exempt from 10 V.S.A. Chapter 151, Vermont's Land Use and Development law (Act 250), for the following reason:

1. This property is the subject of Act 250 Permit No. 7C0002 and is in compliance with said permit. or  
 2. This property is exempt from Act 250 because: (list exemption number from Line D in instructions) \_\_\_\_\_

- E. That this transfer ~~does~~/does not (strike one) result in a partition or subdivision of land. Note: If it does, an Act 250 Disclosure Statement must be attached to this return before filing with the town clerk (see Line E instructions).

## WITHHOLDING CERTIFICATION

- ☐ Buyer(s) certifies that Vermont income tax has been withheld from the purchase price and will be remitted to the Commissioner of Taxes with Form RW-171 within 30 days from the transfer,  
 OR that the transfer is exempt from income tax withholding for the following reason (check one):
- ☒ 1. Under penalties of perjury, seller(s) certifies that at the time of transfer, each seller was a resident of Vermont or an estate.
- ☐ 2. Buyer(s) certifies that the parties obtained withholding certificate no. \_\_\_\_\_ from the Commissioner of Taxes in advance of this sale.
- ☐ 3. Buyer(s) certifies that this is a transfer without consideration. (See instructions for Form RW-171).
- ☐ 4. Seller(s) is a mortgagor conveying the mortgaged property to a mortgagee in a foreclosure or transfer in lieu of foreclosure, with no additional consideration.

WE HEREBY SWEAR AND AFFIRM THAT THIS RETURN, INCLUDING ALL CERTIFICATES, IS TRUE, CORRECT AND COMPLETE TO THE BEST OF OUR KNOWLEDGE.			
SELLER(S) SIGNATURE(S)	DATE	BUYER(S) SIGNATURE(S)	DATE
KAC		(VANR)	
WHC		(EAG)	
		(FSI)	
		(PBTC) <i>[Signature]</i>	10/24/06
Preparer's Signature _____ Prepared by <u>Jill Broderick, Esq.</u>			
Preparer's Address <u>POB 248, St. Johnsbury, VT 05819</u>		Buyer's Representative _____ Tel. _____ (Print or Type)	

## CONSERVATION BUFFER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that Anne H. Parker and Peter J. Morrisette, Trustees of the **Anne H. Parker Revocable Family Trust** (Anne H. Parker and Peter J. Morrisette both residing in Lyndonville, Vermont), and their successors and assigns (hereinafter "Grantors"), pursuant to the authority granted in 10 V.S.A. Chapters 34 and 155 and in consideration of the mutual covenants set forth herein, and other consideration, the receipt and sufficiency of which is acknowledged, by these presents, do freely give, grant, sell, convey and confirm unto the **State of Vermont, Agency of Natural Resources** (hereinafter "Grantee") and its successors and assigns forever, a perpetual and assignable conservation buffer easement (all as more particularly set forth below), said easement pertaining to a portion only of a certain parcel of land located in the Town of Lyndon, Vermont, and said parcel being more particularly described in Exhibit A attached hereto and incorporated herein (hereinafter "the Property").

This Easement shall be binding upon and inure to the benefit of the respective successors and assigns of Grantor and Grantee.

1. Conservation Buffer Area. The Conservation Buffer Area consists of all land and premises within one hundred (100) feet either side of a certain unnamed stream which flows southerly through the parcel described in Exhibit A, beginning at the northerly border of the Property on the boundary of land on which the Maple Ridge Trailer Park is located.

2. Purpose of this Conservation Buffer Easement.

- a. Grantor and Grantee acknowledge that the Purpose of this Conservation Buffer Easement is to restore, conserve and protect biological diversity, wildlife habitat, natural communities and native flora and fauna within the Conservation Buffer Area and to further the ecological processes which sustain these natural resources.
- b. Grantor and Grantee understand that these natural values will change over time through the operation of natural processes and that the Purpose of the Grant shall include protection of natural values as described above, and as they may naturally evolve.
- c. Grantor and Grantee further acknowledge that the principal purpose of this instrument is to conserve the natural, ecological, fish and wildlife habitat values described in the Section 2(a) and (b), as those values exist on the date of this instrument and as they may naturally evolve in the future.
- d. Grantor and Grantee acknowledge that from time to time in response to changes in natural conditions within the Conservation Buffer Area, or in response to changes in the state of scientific knowledge, proper methods of furthering the Purposes of this Grant may change.
- e. Grantee shall consult with Grantor and with the ANR staff or such other professionals as the Grantee may select regarding the proper methods of furthering the Purposes of this Grant over time.

- f. Grantor and Grantee further recognize the natural values of the Conservation Buffer Area, and share the common purpose of conserving these values by the conveyance of conservation restrictions to prevent the use or development of the Conservation Buffer Area for any purpose or in any manner which would conflict with the maintenance of these natural resource values.
- g. Grantee accepts such conservation restrictions in order to conserve these values for present and future generations.

3. Permitted Uses by Grantee. The rights and interests hereby conveyed to the Grantee are as follows:

- a. Grantee shall have the right to conduct buffer management activities consistent with the Purpose of this grant and to conduct, or permit to be conducted, research, and/or educational activities related to the Purpose of the Grant, including, but not limited to, water, wetlands, fish and wildlife, and associated ecology in the Conservation Buffer Area. This clause shall not be construed to impose any obligation on Grantor or Grantee to perform any particular activities, but should Grantee elect to perform said activities they shall be performed in accordance with the Purposes of this Grant.
- b. Grantee may post no hunting/trespassing signs or otherwise restrict access, if necessary to prevent unauthorized use, along the perimeter of the Conservation Buffer Area, to prevent disturbance of this area.

4. Permitted Uses, and Restrictions on Use, by Grantor. The restrictions hereby imposed upon the Conservation Buffer Area, and the acts which Grantor may do or shall refrain from doing, are as follows:

- a. Grantor shall have the right to use the Conservation Buffer Area for all types of non-motorized, non-mechanized, dispersed recreational purposes (e.g., hunting, trapping, bird-watching, walking, snowshoeing, cross-country skiing) not inconsistent with the Purpose of this Grant as set forth in Section 2.
- b. No agricultural, forestry, residential, commercial, industrial, or mining activities shall be permitted, and no building, structure, or appurtenant facility or improvement shall be constructed, created, installed, erected, repaired, or moved into the Conservation Buffer Area that would be inconsistent with the Purposes of this Grant. Grantee shall have sole authority to determine what future development in the Conservation Buffer Area is consistent with the Purposes of this Grant.
- c. Grantor shall not cut any vegetation, timber or trees within the Conservation Buffer Area, except as provided in Section 4(d).
- d. Subject to prior notice and written approval by the Grantee, removal of dead, dying or diseased trees and invasive plant species may be permitted. Grantor, in its sole discretion and by written agreement with Grantee, may elect to perform Conservation Buffer Area maintenance activities in accordance with the Purposes of this Grant.

- e. There shall be no disturbance of the surface of the land, including but not limited to filling, excavation, removal of topsoil, sand, gravel, rocks or minerals, or change of the topography of the Conservation Buffer Area in any manner.
- f. These Permitted Uses and restrictions reserved by Grantor under this instrument shall be exercised to accomplish the Purposes of this Grant laid out in section 1. Where approval is specifically required, in approving or disapproving of any activity or use conditionally allowable under the Permitted Uses herein, the Grantee may rely upon the advice and recommendations of the ANR staff or such other professionals as the Grantee may select, subject to approval of the ANR, to determine whether the proposed activity or use would be detrimental to the natural, ecological, fish and wildlife habitat values of the Conservation Buffer Area.
- g. No use shall be made of the Conservation Buffer Area, and no activity thereon shall be permitted which, in the reasonable opinion of the Grantee, is or may possess the potential to become, inconsistent with the Purpose of this Grant.

5. Access to the Conservation Buffer Area. Grantee shall have the right of ingress to and egress from the Conservation Buffer Area to administer, manage, and enforce the provisions of this Grant, including for the purpose of exercising the rights described in Section 3, above. This instrument conveys no right of access or use by the general public to any portion of the Property.

6. Consultation. Grantee shall consult with Grantor from time to time about the management of the Conservation Buffer Area, and Grantee shall take reasonable steps to address any conflicts between management of the Conservation Buffer Area and Grantor's use of the Conservation Buffer Area, provided any such steps are consistent with the Purposes of the Grant as set forth in Section 2, above.

7. Enforcement of the Restrictions.

- a. Grantee shall make reasonable efforts from time to time to assure compliance by the Grantor with all of the covenants and restrictions herein.
- b. Grantee may make periodic inspection of all or any portion of the Conservation Buffer Area.
- c. In the event that Grantee becomes aware of an event or circumstance of non-compliance by Grantor with the terms and conditions herein set forth performed by Grantor its successors-in-interest or assigns, Grantee shall give notice to Grantor of such event or circumstance of noncompliance via Certified Mail, return receipt requested, and shall demand corrective action by the Grantor sufficient to abate such event or circumstance of non-compliance and restore the Conservation Buffer Area to its previous condition.
- d. Failure by the Grantor to cause discontinuance, abatement, or such other corrective action as may be demanded by the Grantee within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle the Grantee to

bring an action in a court of competent jurisdiction to enforce the terms of this Grant and to recover any damages arising from such non-compliance. Such damages, when recovered, may be applied by the Grantee to corrective action in the Conservation Buffer Area the Property, if necessary.

- e. If the court determines that the Grantor has failed to comply with this Agreement, Grantor shall reimburse the Grantee for any reasonable costs of enforcement, including court costs and reasonable attorneys' fees, in addition to any other payments ordered by such court.
- f. The parties to this Grant specifically acknowledge that events and circumstances of non-compliance constitute immediate and irreparable injury, loss and damage to the Conservation Buffer Area and accordingly entitle Grantee to such equitable relief including but not limited to injunctive relief, as the court deems just.
- g. The remedies described herein are in addition to, and not in limitation of, any other remedies available to the Grantee at law, in equity, or through administrative proceedings.
- h. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair the Grantee's rights or remedies or be construed as a waiver.

8. Miscellaneous Provisions.

- a. The Grantee shall transfer this Grant of Conservation Buffer Easement only to a State agency, municipality, or qualified organization, as defined in 10 V.S.A., Section 6301a, and may only so transfer if said entity first undertakes to hold and implement the terms of this instrument consistent with the Purpose of the Grant.
- b. In the event the Grant conveyed to the Grantee herein is extinguished by eminent domain or other legal proceedings, Grantee shall be entitled to any proceeds which pertain to the extinguishment of Grantee's rights and interests.
- c. In any deed conveying an interest in all or part of the Conservation Buffer Area, Grantor shall make reference to the Grant and shall indicate that said Grant is binding upon all successors in interest in the Conservation Buffer Area in perpetuity. Grantor shall also notify the Grantee of the name(s) and address(es) of Grantor's successor(s) in interest.
- d. The terms "Grantor" and "Grantee" as used herein shall include each party's respective successors and assigns.
- e. The conservation buffer easement and restrictions hereby conveyed to the Grantee consist of covenants on the part of the Grantor to do or refrain from doing the various acts set forth below. It is hereby acknowledged that these covenants shall constitute a servitude upon the land and will run with the land.

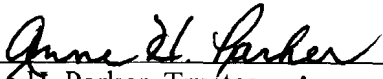
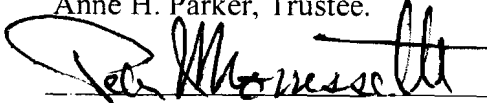
- 66364
- f. The rights of the Grantee under this Grant are freely assignable, subject to the notice provisions hereof.

INVALIDATION of any provision hereof shall not affect any other provision of this grant.

TO HAVE AND TO HOLD said granted conservation buffer easement, with all the privileges and appurtenances thereof, to the said Grantee, State of Vermont, Agency of Natural Resources, and its successors and assigns, to its own use and behoof forever, and the said Grantor, Anne H. Parker and Peter J. Morrisette, Trustees of the Anne H. Parker Revocable Family Trust, for themselves and their successors and assigns, do covenant with the said Grantee, its successors and assigns, that until the ensealing of these presents, Anne H. Parker and Peter J. Morrisette, Trustees of the Anne H. Parker Revocable Family Trust are the sole owners of the premises, and have good right and title to convey the same in the manner aforesaid, that the premises are free from every encumbrance, except those of record they engage to warrant and defend the same against all lawful claims whatever.

Dated October 18, 2006.

**ANNE H. PARKER REVOCABLE FAMILY TRUST**

  
Anne H. Parker, Trustee.  
  
Peter J. Morrisette, Trustee

STATE OF VERMONT  
CALEDONIA COUNTY, ss

At St. Johnsbury, this 18<sup>th</sup> day of October, 2006, Anne H. Parker and Peter J. Morrisette, Trustees of the Anne H. Parker Revocable Family Trust, personally appeared and acknowledged this instrument, by them sealed and subscribed, to be their free act and deed, and the free act and deed of the Anne H. Parker Revocable Family Trust.


Before me:   
Notary Public  
My Commission expires: 2/10/07

EXHIBIT A

66364

Being a parcel of land located on Town Highway #36, also known as Lily Pond Road, in Lyndon, Vermont and being all and the same land and premises conveyed to the Anne H. Parker Revocable Family Trust by Quitclaim Deeds of Anne H. Parker dated September 11, 1992 and recorded in Book 109 at Page 341 of the Lyndon land records and dated March 13, 1995 and recorded in Book 116 at Page 567 of the Lyndon land records except land and premises conveyed to the Parker Family Irrevocable Trust by Warranty Deed of the Anne H. Parker Revocable Family Trust, the Dean G. Parker Revocable Family Trust, and Steven R. Parker dated October 18, 2006 and to be recorded in the Lyndon land records. The property is further described as a portion of the land and premises conveyed by Warranty Deed of G. Walter Clifford and Rita R. Clifford to Dean G. Parker dated December 22, 1971 and recorded in Book 55 at Page 456 of the Lyndon land records. Reference is also hereby made to a Quitclaim Deed from Anne H. Parker and Peter J. Morrisette, trustees of the Anne H. Parker Revocable Family Trust and the Dean G. Parker Revocable Family Trust to Steven R. Parker dated October 18, 2006 and to be recorded in Lyndon land records, the purpose of which was to confirm the location of certain boundary lines.



LYNDON, VT. TOWN CLERK'S OFFICE

RECEIVED FOR RECORD

Nov 14 A.D. 20.06

At 7 o'clock 35 Minutes A M

And Recorded in Book 180 Page 176-180

Of Lyndon Land Records

Attest: Linda C. Lee

CLERK

# VERMONT PROPERTY TRANSFER TAX RETURN

VERMONT DEPARTMENT OF TAXES  
MONTPELIER, VERMONT 05633

(PLEASE TYPE OR PRINT CLEARLY)

<b>A SELLER'S (TRANSFEROR'S) NAME(S)</b>	COMPLETE MAILING ADDRESS FOLLOWING TRANSFER	SOCIAL SECURITY NO. OR TAXPAYER IDENT. NO.
Anne H. Parker Revocable Family Trust	PO Box 25, Lyndonville, VT 05851-0025	
<b>B BUYER'S (TRANSFEE'S) NAME(S)</b>	COMPLETE MAILING ADDRESS FOLLOWING TRANSFER	SOCIAL SECURITY NO. OR TAXPAYER IDENT. NO.
Vermont Agency of Natural Resources	103 S. Main St., Center Bldg., Waterbury, VT 05671	
<b>C PROPERTY LOCATION (Address in full)</b> Lily Pond Road Lyndon, VT		<b>D DATE OF CLOSING</b> 10/26/2006

**E INTEREST IN PROPERTY**

1. <input type="checkbox"/> FEE SIMPLE	3. <input type="checkbox"/> UNDIVIDED 1/2 INTEREST	5. <input type="checkbox"/> TIME-SHARE	7. <input checked="" type="checkbox"/> EASEMENT/ROW
2. <input type="checkbox"/> LIFE ESTATE	4. <input type="checkbox"/> UNDIVIDED _____ % INTEREST	6. <input type="checkbox"/> LEASE	8. <input type="checkbox"/> OTHER _____

**F LAND SIZE (Acres or fraction thereof)** 60 aml

**G SPECIAL FACTORS:** HAVE DEVELOPMENT RIGHTS BEEN CONVEYED \_\_\_\_\_ NO \_\_\_\_\_ YES  
 WAS SALE BETWEEN FAMILY MEMBERS ☒ NO \_\_\_\_\_ YES STATE RELATIONSHIP \_\_\_\_\_  
 FINANCING: ☐ CONVENTIONAL/BANK ☐ OWNER FINANCING ☐ OTHER \_\_\_\_\_

**H BUILDINGS ON PROPERTY AT THE TIME OF TRANSFER (CHECK ALL THAT APPLY):**

1. <input type="checkbox"/> NONE	5. <input type="checkbox"/> FARM BUILDINGS	9. <input type="checkbox"/> STORE
2. <input type="checkbox"/> FACTORY	6. <input type="checkbox"/> MULTI-FAMILY WITH _____ (INSERT NUMBER) DWELLING UNITS TRANSFERRED	10. <input checked="" type="checkbox"/> OTHER Mobile homes DESCRIBE _____
3. <input type="checkbox"/> SINGLE FAMILY DWELLING	7. <input type="checkbox"/> MOBILE HOME YEAR _____ MAKE _____ SER. NO. _____	
4. <input type="checkbox"/> CAMP/VACATION HOME	8. <input type="checkbox"/> CONDOMINIUM WITH _____ (INSERT NUMBER) UNITS TRANSFERRED	

CHECK WHETHER THE BUILDINGS WERE EVER ☐ OCCUPIED ☐ RENTED ☐ WILL BE RENTED AFTER SALE

**I PRIMARY USE OF PROPERTY BEFORE TRANSFER (CHECK ONE):**

1. <input type="checkbox"/> PRIMARY RESIDENCE	3. <input type="checkbox"/> CAMP/VACATION	5. <input type="checkbox"/> OPERATING FARM	7. <input checked="" type="checkbox"/> COMMERCIAL/INDUSTRIAL Mobile home park DESCRIBE _____
2. <input type="checkbox"/> OPEN LAND	4. <input type="checkbox"/> TIMBERLAND	6. <input type="checkbox"/> GOVERNMENT USE	8. <input type="checkbox"/> OTHER DESCRIBE _____

**J PRIMARY USE OF PROPERTY AFTER TRANSFER (CHECK ONE):**

1. <input type="checkbox"/> PRIMARY RESIDENCE	3. <input type="checkbox"/> CAMP/VACATION	5. <input type="checkbox"/> OPERATING FARM	7. <input checked="" type="checkbox"/> COMMERCIAL/INDUSTRIAL Mobile home park DESCRIBE _____
2. <input type="checkbox"/> OPEN LAND	4. <input type="checkbox"/> TIMBERLAND	6. <input type="checkbox"/> GOVERNMENT USE	8. <input type="checkbox"/> OTHER DESCRIBE _____

WAS PROPERTY PURCHASED BY TENANT \_\_\_\_\_ NO \_\_\_\_\_ YES DOES BUYER HOLD TITLE TO ANY ADJOINING PROPERTY \_\_\_\_\_ NO \_\_\_\_\_ YES

**K CURRENT USE VALUE PROGRAM: IS ANY PORTION OF THE LAND BEING CONVEYED SUBJECT TO A LIEN OR OTHER RESTRICTIONS UNDER THE AGRICULTURAL AND MANAGED FOREST LAND USE VALUE PROGRAM CHAPTER 124 OF 32 V.S.A.** ☐ YES ☒ NO

**L IF TRANSFER IS EXEMPT FROM PROPERTY TRANSFER TAX, CITE EXEMPTION FROM INSTRUCTIONS AND COMPLETE SECTIONS M, N, AND O BELOW.**  
#2

<b>M TOTAL PRICE PAID \$</b> 0.00	<b>N PRICE PAID FOR PERSONAL PROPERTY \$</b> 0.00	<b>O PRICE PAID FOR REAL PROPERTY \$</b> 0.00
-----------------------------------	---	---

STATE TYPE OF PERSONAL PROPERTY \_\_\_\_\_  
 IF PRICE PAID FOR REAL PROPERTY IS LESS THAN FAIR MARKET VALUE, PLEASE EXPLAIN: \_\_\_\_\_

**PROPERTY TRANSFER TAX** MAKE CHECKS PAYABLE TO: VERMONT DEPARTMENT OF TAXES

**P TAX DUE:** Enter amount from rate schedule on reverse side. COMPLETE RATE SCHEDULE FOR ALL TRANSFERS \$ 0.00

**Q DATE SELLER ACQUIRED** 1971

**R IF A VERMONT LAND GAINS TAX RETURN IS NOT BEING FILED, CITE EXEMPTION FROM INSTRUCTIONS ON PAGE 4 OF THIS BOOKLET** #1

(CONTINUED ON REVERSE SIDE)

<b>THIS SECTION TO BE COMPLETED BY TOWN OR CITY CLERK</b>		TOWN NUMBER  <div style="font-size: 2em; font-weight: bold;">06-193</div>
TOWN/CITY <u>Lyndon</u>	ACKNOWLEDGMENT	
DATE OF RECORD <u>Nov 14, 2006</u>	RETURN RECEIVED (INCLUDING CERTIFICATES AND ACT 250 DISCLOSURE STATEMENT) AND TAX PAID.	
BOOK NUMBER <u>180</u> PAGE NO. <u>176-180</u>	SIGNED <u>Lind C. Lee</u> CLERK	
LISTED VALUE \$ <u>NA</u> GRAND LIST YEAR OF <u>2006</u>	DATE <u>12-20-2006</u>	
PARCEL ID NO. _____		
GRAND LIST CATEGORY <u>NA</u>		
SPAN _____		



## RATE SCHEDULE

### 1. Tax on Special Rate Property:

- |   |                      |
|---|----------------------|
| a. Value of purchaser's principal residence (not to exceed \$100,000) (See Instructions)..... | 1. a. \$ <u>0.00</u> |
| b. Value of property enrolled in current use program .....                                    | b. \$ .....          |
| c. Value of qualified working farm .....  | c. \$ .....          |
| d. Add Lines 1a, b and c .....  | d. \$ <u>0.00</u>    |
| e. Tax rate .....   | e. <u>0.005</u>      |
| f. Tax due on Special Rate Property: Multiply Line 1d by Line 1e.....                         | f. \$ <u>0.00</u>    |

### 2. Tax on General Rate Property:

- |  |                      |
|--|----------------------|
| a. Enter amount from Line O on front of return .....                   | 2. a. \$ <u>0.00</u> |
| b. Enter amount from Line 1d of Rate Schedule above .....              | b. \$ <u>0.00</u>    |
| c. Subtract Line 2b from Line 2a .....                                 | c. \$ <u>0.00</u>    |
| d. Tax Rate .....  | d. <u>0.0125</u>     |
| e. Tax due on General Rate Property: Multiply Line 2c by Line 2d ..... | e. \$ <u>0.00</u>    |

### 3. Total Tax Due:

- |   |                   |
|---|-------------------|
| Add Lines 1f and 2e and enter here and on line P on front of return ..... | 3. \$ <u>0.00</u> |
|---|-------------------|

## LOCAL AND STATE PERMITS AND ACT 250 CERTIFICATES

Buyer(s) and Seller(s) certify as follows:

- A. That they have investigated and disclosed to every party to this transaction all of their knowledge relating to flood regulations, if any, affecting the property.
- B. That the seller(s) advised the buyer(s) that local and state building regulations, zoning regulations and subdivision regulations and wastewater system and potable water supply rules under Chapter 64 of Title 10 pertaining to the property may limit significantly the use of the property.
- C. That this transfer is in compliance with or is exempt from the wastewater system and potable water supply rules of the Agency of Natural Resources for the following reasons:

1. This property is the subject of Permit No. \_\_\_\_\_ and is in compliance with said permit, or
2. This property and any retained parcel is exempt from the wastewater system and potable water supply rules because (see instructions for exemptions):
- |                             |                        |
|-----------------------------|------------------------|
| a. Parcel to be sold: _____ | Exemption Number _____ |
| b. Parcel retained: _____   | Exemption Number _____ |

Seller(s) further certifies as follows:

- D. That this transfer of real property and any development thereon is in compliance with or exempt from 10 V.S.A. Chapter 151, Vermont's Land Use and Development law (Act 250), for the following reason:

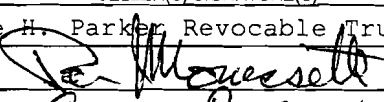
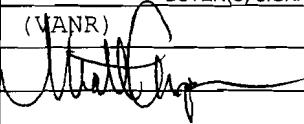

1. This property is the subject of Act 250 Permit No. \_\_\_\_\_ and is in compliance with said permit, or
2. This property is exempt from Act 250 because: (list exemption number from Line D in instructions) \_\_\_\_\_

- E. That this transfer ~~does~~/does not (strike one) result in a partition or subdivision of land. Note: If it does, an Act 250 Disclosure Statement must be attached to this return before filing with the town clerk (see Line E instructions).

## WITHHOLDING CERTIFICATION

- ☐ Buyer(s) certifies that Vermont income tax has been withheld from the purchase price and will be remitted to the Commissioner of Taxes with Form RW-171 within 30 days from the transfer, OR that the transfer is exempt from income tax withholding for the following reason (check one):
- ☒ 1. Under penalties of perjury, seller(s) certifies that at the time of transfer, each seller was a resident of Vermont or an estate.
- ☐ 2. Buyer(s) certifies that the parties obtained withholding certificate no. \_\_\_\_\_ from the Commissioner of Taxes in advance of this sale.
- ☐ 3. Buyer(s) certifies that this is a transfer without consideration. (See instructions for Form RW-171).
- ☐ 4. Seller(s) is a mortgagor conveying the mortgaged property to a mortgagee in a foreclosure or transfer in lieu of foreclosure, with no additional consideration.

WE HEREBY SWEAR AND AFFIRM THAT THIS RETURN, INCLUDING ALL CERTIFICATES, IS TRUE, CORRECT AND COMPLETE TO THE BEST OF OUR KNOWLEDGE.

SELLER(S) SIGNATURE(S)	DATE	BUYER(S) SIGNATURE(S)	DATE
Anne H. Parker, Revocable Trust		(VANR)	
PM 	10/10/06		11/2/2006
AP 	10/10/06		
Trustees			

Preparer's Signature  Prepared by Jill Broderick, Esq.

Preparer's Address POB 248, St. Johnsbury, VT 05819-0248 Buyer's Representative \_\_\_\_\_ Tel. \_\_\_\_\_  
(Print or Type)

## CONSERVATION BUFFER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that Anne H. Parker, Trustee of the **Parker Family Irrevocable Trust** (Anne H. Parker residing in Lyndonville, Vermont), and her successors and assigns (hereinafter "Grantor"), pursuant to the authority granted in 10 V.S.A. Chapters 34 and 155 and in consideration of the mutual covenants set forth herein, and other consideration, the receipt and sufficiency of which is acknowledged, by these presents, does freely give, grant, sell, convey and confirm unto the **State of Vermont, Agency of Natural Resources** (hereinafter "Grantee") and its successors and assigns forever, a perpetual and assignable conservation buffer easement (all as more particularly set forth below), said easement pertaining to a portion only of a certain parcel of land located in the Town of Lyndon, Vermont, and said parcel being more particularly described in Exhibit A attached hereto and incorporated herein (hereinafter "the Property").

This Conservation Buffer Easement shall be binding upon and inure to the benefit of the respective successors and assigns of Grantor and Grantee.

1. Conservation Buffer Area.

- a. The Buffer Area consists of all land and premises within one hundred (100) feet either side of a certain unnamed stream which flows southerly through the parcel described in Exhibit A and a certain unnamed tributary that flows westerly into such stream, beginning at the northerly border of the Property on the boundary of land now owned by the Anne H. Parker Revocable Trust and continuing in a generally southerly direction to the southerly boundary of the Property.
- b. The distances above are measured from the tops of the banks of said stream, and the stream itself, along with the area between the tops of the banks, is included in the Buffer Area.

2. Purpose of this Conservation Buffer Easement.

- a. Grantor and Grantee acknowledge that the Purpose of this Conservation Buffer Easement is to restore, conserve and protect biological diversity, wildlife habitat, natural communities and native flora and fauna within the Conservation Buffer Area and to further the ecological processes which sustain these natural resources.
- b. Grantor and Grantee understand that these natural values will change over time through the operation of natural processes and that the Purpose of the Grant shall include protection of natural values as described above, and as they may naturally evolve.
- c. Grantor and Grantee further acknowledge that the principal purpose of this instrument is to conserve the natural, ecological, fish and wildlife habitat values described in the Section 2(a) and (b), as those values exist on the date of this instrument and as they may naturally evolve in the future.
- d. Grantor and Grantee acknowledge that from time to time in response to changes in natural conditions within the Conservation Buffer Area, or in response to changes in the state of scientific knowledge, proper methods of furthering the Purposes of this Grant

may change.

**66362** 

- e. Grantee shall consult with Grantor and with the ANR staff or such other professionals as the Grantee may select regarding the proper methods of furthering the Purposes of this Grant over time.
- f. Grantor and Grantee further recognize the natural values of the Conservation Buffer Area, and share the common purpose of conserving these values by the conveyance of conservation restrictions to prevent the use or development of the Conservation Buffer Area for any purpose or in any manner which would conflict with the maintenance of these natural resource values.
- g. Grantee accepts such conservation restrictions in order to conserve these values for present and future generations.

3. Permitted Uses by Grantee. The rights and interests hereby conveyed to the Grantee are as follows:

- a. Grantee shall have the right to conduct buffer management activities consistent with the Purpose of this grant and to conduct, or permit to be conducted, research, and/or educational activities related to the Purpose of the Grant, including, but not limited to, water, wetlands, fish and wildlife, and associated ecology in the Conservation Buffer Area. This clause shall not be construed to impose any obligation on Grantor or Grantee to perform any particular activities, but should Grantee elect to perform said activities they shall be performed in accordance with the Purposes of this Grant.
- b. Grantee may post no hunting/trespassing signs or otherwise restrict access, if necessary to prevent unauthorized use, along the perimeter of the Conservation Buffer Area, to prevent disturbance of this area.

4. Permitted Uses, and Restrictions on Use, by Grantor. The restrictions hereby imposed upon the Conservation Buffer Area, and the acts which Grantor may do or shall refrain from doing, are as follows:

- a. Grantor shall have the right to use the Conservation Buffer Area for all types of non-motorized, non-mechanized, dispersed recreational purposes (e.g., hunting, trapping, bird-watching, walking, snowshoeing, cross-country skiing) not inconsistent with the Purpose of this Grant as set forth in Section 2.
- b. No agricultural, forestry, residential, commercial, industrial, or mining activities shall be permitted, and no building, structure, or appurtenant facility or improvement shall be constructed, created, installed, erected, repaired, or moved into the Conservation Buffer Area that would be inconsistent with the Purposes of this Grant. Grantee shall have sole authority to determine what future development in the Conservation Buffer Area is consistent with the Purposes of this Grant.
- c. Grantor shall not cut any vegetation, timber or trees within the Conservation Buffer Area, except as provided in Section 4(d).

- d. Subject to prior notice and written approval by the Grantee, removal of dead, dying or diseased trees and invasive plant species may be permitted. Grantor, in its sole discretion and by written agreement with Grantee, may elect to perform Conservation Buffer Area maintenance activities in accordance with the Purposes of this Grant.
- e. There shall be no disturbance of the surface of the land, including but not limited to filling, excavation, removal of topsoil, sand, gravel, rocks or minerals, or change of the topography of the Conservation Buffer Area in any manner.
- f. These Permitted Uses and restrictions reserved by Grantor under this instrument shall be exercised to accomplish the Purposes of this Grant laid out in section 1. Where approval is specifically required, in approving or disapproving of any activity or use conditionally allowable under the Permitted Uses herein, the Grantee may rely upon the advice and recommendations of the ANR staff or such other professionals as the Grantee may select, subject to approval of the ANR, to determine whether the proposed activity or use would be detrimental to the natural, ecological, fish and wildlife habitat values of the Conservation Buffer Area.
- g. No use shall be made of the Conservation Buffer Area, and no activity thereon shall be permitted which, in the reasonable opinion of the Grantee, is or may possess the potential to become, inconsistent with the Purpose of this Grant.

5. Access to the Conservation Buffer Area. Grantee shall have the right of ingress to and egress from the Conservation Buffer Area to administer, manage, and enforce the provisions of this Grant, including for the purpose of exercising the rights described in Section 3, above. This instrument conveys no right of access or use by the general public to any portion of the Property.

6. Consultation. Grantee shall consult with Grantor from time to time about the management of the Conservation Buffer Area, and Grantee shall take reasonable steps to address any conflicts between management of the Conservation Buffer Area and Grantor's use of the Conservation Buffer Area, provided any such steps are consistent with the Purposes of the Grant as set forth in Section 2, above.

7. Enforcement of the Restrictions.

- a. Grantee shall make reasonable efforts from time to time to assure compliance by the Grantor with all of the covenants and restrictions herein.
- b. Grantee may make periodic inspection of all or any portion of the Conservation Buffer Area.
- c. In the event that Grantee becomes aware of an event or circumstance of non-compliance by Grantor with the terms and conditions herein set forth performed by Grantor its successors-in-interest or assigns, Grantee shall give notice to Grantor of such event or circumstance of noncompliance via Certified Mail, return receipt requested, and shall demand corrective action by the Grantor sufficient to abate such event or circumstance of non-compliance and restore the Conservation Buffer Area to its previous condition.
- d. Failure by the Grantor to cause discontinuance, abatement, or such other corrective

action as may be demanded by the Grantee within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle the Grantee to bring an action in a court of competent jurisdiction to enforce the terms of this Grant and to recover any damages arising from such non-compliance. Such damages, when recovered, may be applied by the Grantee to corrective action in the Conservation Buffer Area the Property, if necessary.

- e. If the court determines that the Grantor has failed to comply with this Agreement, Grantor shall reimburse the Grantee for any reasonable costs of enforcement, including court costs and reasonable attorneys' fees, in addition to any other payments ordered by such court.
- f. The parties to this Grant specifically acknowledge that events and circumstances of non-compliance constitute immediate and irreparable injury, loss and damage to the Conservation Buffer Area and accordingly entitle Grantee to such equitable relief including but not limited to injunctive relief, as the court deems just.
- g. The remedies described herein are in addition to, and not in limitation of, any other remedies available to the Grantee at law, in equity, or through administrative proceedings.
- h. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair the Grantee's rights or remedies or be construed as a waiver.

#### 8. Miscellaneous Provisions.

- i. The Grantee shall transfer this Grant of Conservation Buffer Easement only to a State agency, municipality, or qualified organization, as defined in 10 V.S.A., Section 6301a, and may only so transfer if said entity first undertakes to hold and implement the terms of this instrument consistent with the Purpose of the Grant.
- j. In the event the Grant conveyed to the Grantee herein is extinguished by eminent domain or other legal proceedings, Grantee shall be entitled to any proceeds which pertain to the extinguishment of Grantee's rights and interests.
- k. In any deed conveying an interest in all or part of the Conservation Buffer Area, Grantor shall make reference to the Grant and shall indicate that said Grant is binding upon all successors in interest in the Conservation Buffer Area in perpetuity. Grantor shall also notify the Grantee of the name(s) and address(es) of Grantor's successor(s) in interest.
- l. The terms "Grantor" and "Grantee" as used herein shall include each party's respective successors and assigns.
- m. The conservation buffer easement and restrictions hereby conveyed to the Grantee consist of covenants on the part of the Grantor to do or refrain from doing the various acts set forth below. It is hereby acknowledged that these covenants shall constitute a servitude upon the land and will run with the land.

- n. The rights of the Grantee under this Grant are freely assignable, subject to the notice provisions hereof.

INVALIDATION of any provision hereof shall not affect any other provision of this grant.

TO HAVE AND TO HOLD said granted conservation buffer easement, with all the privileges and appurtenances thereof, to the said Grantee, State of Vermont, Agency of Natural Resources, and its successors and assigns, to its own use and behoof forever, and the said Grantor, Anne H. Parker, Trustee of the Parker Family Irrevocable Trust, for themselves and their heirs, successors and assigns, do covenant with the said Grantee, its successors and assigns, that until the ensealing of these presents, Anne H. Parker, Trustee of the Parker Family Irrevocable Trust, is the sole owner of the premises, and has good right and title to convey the same in the manner aforesaid, that the premises are free from every encumbrance, except those of record she engages to warrant and defend the same against all lawful claims whatever.

Dated ~~October~~ <sup>NOVEMBER</sup> 2, 2006.

Parker Family Irrevocable Family Trust

Anne H. Parker  
Anne H. Parker, Trustee.

STATE OF VERMONT  
CALEDONIA COUNTY, ss

At St. Johnsbury, this 2<sup>nd</sup> day of ~~October~~ <sup>November</sup>, 2006, Anne H. Parker Trustee of the **Parker Family Irrevocable Family Trust**, personally appeared and acknowledged this instrument, by her sealed and subscribed, to be her free act and deed, and the free act and deed of the **Parker Family Irrevocable Family Trust**.

Before me:

[Signature]  
Notary Public

My Commission expires: 2/10/07

EXHIBIT A

66362

Being a parcel of land consisting of 38.4 acres, more or less, with a right of way appurtenant thereto, located on Town Highway #36, also known as Lily Pond Road, and being all and the same land and premises conveyed to the Parker Family Irrevocable Trust by Warranty Deed of the Anne H. Parker Revocable Family Trust, the Dean G. Parker Revocable Family Trust, and Steven R. Parker dated October 18, 2006 and to be recorded in the Lyndon land records and being more particularly described on a plan entitled ""Parker Family Irrevocable Trust, Restricted Area", dated October 25, 2006, which plan will be recorded on an approximately even date herewith in the Lyndon Town Land Records as follows:

Beginning at a point at the end of a 50 foot wide right of way, which point is marked by a reinforcing rod set in the ground; Thence S 59° 00' 00" W a distance of 165.1 feet to a reinforcing rod set in the ground; thence S 47° 37' 15" W a distance of 569.2 feet to a reinforcing rod set in the ground; thence S 42° 21' 45" E a distance of 1059.7 feet to a point marked by a reinforcing rod set in the ground; thence N 65° 58' 45" E a distance of 512.5' to a point marked by a reinforcing rod set in the ground; thence N 47° 15' 15" E a distance of 810.2 feet to a reinforcing rod set in the ground; thence N 16° 53' 00" W a distance of 921.6 feet to a reinforcing rod set in the ground; thence S 79° 24' 45" W a distance of 238.7 feet to an unmarked angle point; thence along a woven wire fence S 73° 04' 45" W a distance of 77.9 feet to an unmarked angle point; thence S 58° 43' 00" W a distance of 76.6 feet to an unmarked angle point; thence N 70° 03' 30" W a distance of 114.3 feet to an unmarked angle point; thence N 85° 36' 15" W a distance of 33.6 feet to an unmarked angle point; thence N 42° 33' 30" W a distance of 42.3 feet to an unmarked angle point; thence S 21° 59' 00" W a distance of 60.8 feet to an unmarked angle point; thence S 13° 53' 45" W a distance of 73.3 feet to an unmarked angle point; thence S 06° 55' 00" W a distance of 143.0 feet to an unmarked angle point; thence S 27° 27' 15" W a distance of 84.5 feet to an unmarked angle point; thence N 51° 31' 00" W a distance of 183.3 feet to an unmarked angle point; thence N 88° 40' 30" W a distance of 57.4 feet to a reinforcing rod set in the ground; thence S 59° 00' 00" W a distance of 123.5 feet to a reinforcing rod set in the ground marking the point of beginning.



LYNDON, VT. TOWN CLERK'S OFFICE  
RECEIVED FOR RECORD  
Nov 14 A.D. 2006  
At 7 o'clock 36 Minutes A M  
And Recorded in Book 180 Page 16769  
Of Lyndon Land Records  
Attest: [Signature] [Signature]

# VERMONT PROPERTY TRANSFER TAX RETURN

VERMONT DEPARTMENT OF TAXES  
MONTPELIER, VERMONT 05633

(PLEASE TYPE OR PRINT CLEARLY)

<b>A SELLER'S (TRANSFEROR'S) NAME(S)</b>	<b>COMPLETE MAILING ADDRESS FOLLOWING TRANSFER</b>	<b>SOCIAL SECURITY NO. OR TAXPAYER IDENT. NO.</b>
Parker Family Irrevocable Family Trust	PO Box 25, Lyndonville, VT 05851	
<b>B BUYER'S (TRANSFEE'S) NAME(S)</b>	<b>COMPLETE MAILING ADDRESS FOLLOWING TRANSFER</b>	<b>SOCIAL SECURITY NO. OR TAXPAYER IDENT. NO.</b>
Vermont Agency of Natural Resources	103 S.Main St., Center Bldg., Waterbury, VT 05671	

<b>C PROPERTY LOCATION (Address in full)</b> Lily Pond Road Lyndon, VT	<b>D DATE OF CLOSING</b> 10/26/2006
---	--

**E INTEREST IN PROPERTY**

1. <input type="checkbox"/> FEE SIMPLE	3. <input type="checkbox"/> UNDIVIDED 1/2 INTEREST	5. <input type="checkbox"/> TIME-SHARE	7. <input checked="" type="checkbox"/> EASEMENT/ROW
2. <input type="checkbox"/> LIFE ESTATE	4. <input type="checkbox"/> UNDIVIDED _____ % INTEREST	6. <input type="checkbox"/> LEASE	8. <input type="checkbox"/> OTHER _____

<b>F LAND SIZE (Acres or fraction thereof)</b> 33.4 aml	<b>G SPECIAL FACTORS:</b> HAVE DEVELOPMENT RIGHTS BEEN CONVEYED _____ NO _____ YES WAS SALE BETWEEN FAMILY MEMBERS <input checked="" type="checkbox"/> NO _____ YES STATE RELATIONSHIP _____ FINANCING: <input type="checkbox"/> CONVENTIONAL/BANK <input type="checkbox"/> OWNER FINANCING <input type="checkbox"/> OTHER _____
--	--

**H BUILDINGS ON PROPERTY AT THE TIME OF TRANSFER (CHECK ALL THAT APPLY):**

1. <input type="checkbox"/> NONE	5. <input type="checkbox"/> FARM BUILDINGS	9. <input type="checkbox"/> STORE
2. <input type="checkbox"/> FACTORY	6. <input type="checkbox"/> MULTI-FAMILY WITH _____ (INSERT NUMBER) DWELLING UNITS TRANSFERRED	10. <input checked="" type="checkbox"/> OTHER Landfill equip.storage DESCRIBE
3. <input type="checkbox"/> SINGLE FAMILY DWELLING	7. <input type="checkbox"/> MOBILE HOME YEAR _____ MAKE _____ SER. NO. _____	
4. <input type="checkbox"/> CAMP/VACATION HOME	8. <input type="checkbox"/> CONDOMINIUM WITH _____ (INSERT NUMBER) UNITS TRANSFERRED	

CHECK WHETHER THE BUILDINGS WERE EVER ☐ OCCUPIED ☐ RENTED ☐ WILL BE RENTED AFTER SALE

**I PRIMARY USE OF PROPERTY BEFORE TRANSFER (CHECK ONE):**

1. <input type="checkbox"/> PRIMARY RESIDENCE	3. <input type="checkbox"/> CAMP/VACATION	5. <input type="checkbox"/> OPERATING FARM	7. <input checked="" type="checkbox"/> COMMERCIAL/INDUSTRIAL Closed landfill DESCRIBE
2. <input type="checkbox"/> OPEN LAND	4. <input type="checkbox"/> TIMBERLAND	6. <input type="checkbox"/> GOVERNMENT USE	8. <input type="checkbox"/> OTHER DESCRIBE

**J PRIMARY USE OF PROPERTY AFTER TRANSFER (CHECK ONE):**

1. <input type="checkbox"/> PRIMARY RESIDENCE	3. <input type="checkbox"/> CAMP/VACATION	5. <input type="checkbox"/> OPERATING FARM	7. <input checked="" type="checkbox"/> COMMERCIAL/INDUSTRIAL Closed landfill DESCRIBE
2. <input type="checkbox"/> OPEN LAND	4. <input type="checkbox"/> TIMBERLAND	6. <input type="checkbox"/> GOVERNMENT USE	8. <input type="checkbox"/> OTHER DESCRIBE

WAS PROPERTY PURCHASED BY TENANT \_\_\_\_\_ NO \_\_\_\_\_ YES DOES BUYER HOLD TITLE TO ANY ADJOINING PROPERTY \_\_\_\_\_ NO \_\_\_\_\_ YES

**K CURRENT USE VALUE PROGRAM:** IS ANY PORTION OF THE LAND BEING CONVEYED SUBJECT TO A LIEN OR OTHER RESTRICTIONS UNDER THE AGRICULTURAL AND MANAGED FOREST LAND USE VALUE PROGRAM CHAPTER 124 OF 32 V.S.A. ☐ YES ☒ NO

**L IF TRANSFER IS EXEMPT FROM PROPERTY TRANSFER TAX, CITE EXEMPTION FROM INSTRUCTIONS AND COMPLETE SECTIONS M, N, AND O BELOW.**  
#2

<b>M TOTAL PRICE PAID \$</b> 0.00	<b>N PRICE PAID FOR PERSONAL PROPERTY \$</b> 0.00	<b>O PRICE PAID FOR REAL PROPERTY \$</b> 0.00
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STATE TYPE OF PERSONAL PROPERTY \_\_\_\_\_  
IF PRICE PAID FOR REAL PROPERTY IS LESS THAN FAIR MARKET VALUE, PLEASE EXPLAIN: \_\_\_\_\_

<b>PROPERTY TRANSFER TAX</b>	MAKE CHECKS PAYABLE TO: VERMONT DEPARTMENT OF TAXES	\$ 0.00
------------------------------	---	---------

**P TAX DUE:** Enter amount from rate schedule on reverse side. COMPLETE RATE SCHEDULE FOR ALL TRANSFERS

**Q DATE SELLER ACQUIRED** 1971

**R IF A VERMONT LAND GAINS TAX RETURN IS NOT BEING FILED, CITE EXEMPTION FROM INSTRUCTIONS ON PAGE 4 OF THIS BOOKLET** #1

(CONTINUED ON REVERSE SIDE)

<b>THIS SECTION TO BE COMPLETED BY TOWN OR CITY CLERK</b>		<b>TOWN NUMBER</b>  06-191
TOWN/CITY <u>Lyndon</u>	ACKNOWLEDGMENT	
DATE OF RECORD <u>Nov 14, 2006</u>	RETURN RECEIVED (INCLUDING CERTIFICATES AND ACT 250 DISCLOSURE STATEMENT) AND TAX PAID.	
BOOK NUMBER <u>180</u> PAGE NO. <u>165-169</u>	SIGNED <u>Lynnda C Lee</u> <u>Asst</u> CLERK	
LISTED VALUE \$ <u>NA</u> GRAND LIST YEAR OF <u>2006</u>	DATE <u>12-20-2006</u>	
PARCEL ID NO. _____		
GRAND LIST CATEGORY <u>NA</u>		
SPAN _____		



## RATE SCHEDULE

1. Tax on Special Rate Property:			
a. Value of purchaser's principal residence (not to exceed \$100,000) (See Instructions).....	1. a. \$		0.00
b. Value of property enrolled in current use program .....	b. \$		
c. Value of qualified working farm .....	c. \$		
d. Add Lines 1a, b and c .....	d. \$		0.00
e. Tax rate .....	e.		0.005
f. Tax due on Special Rate Property: Multiply Line 1d by Line 1e.....	f. \$		0.00
2. Tax on General Rate Property:			
a. Enter amount from Line O on front of return .....	2. a. \$		0.00
b. Enter amount from Line 1d of Rate Schedule above .....	b. \$		0.00
c. Subtract Line 2b from Line 2a .....	c. \$		0.00
d. Tax Rate .....	d.		0.0125
e. Tax due on General Rate Property: Multiply Line 2c by Line 2d .....	e. \$		0.00
3. Total Tax Due:			
Add Lines 1f and 2e and enter here and on line P on front of return .....	3. \$		0.00

## LOCAL AND STATE PERMITS AND ACT 250 CERTIFICATES

Buyer(s) and Seller(s) certify as follows:

- A. That they have investigated and disclosed to every party to this transaction all of their knowledge relating to flood regulations, if any, affecting the property.
- B. That the seller(s) advised the buyer(s) that local and state building regulations, zoning regulations and subdivision regulations and wastewater system and potable water supply rules under Chapter 64 of Title 10 pertaining to the property may limit significantly the use of the property.
- C. That this transfer is in compliance with or is exempt from the wastewater system and potable water supply rules of the Agency of Natural Resources for the following reasons:
1. This property is the subject of Permit No. \_\_\_\_\_ and is in compliance with said permit, or
2. This property and any retained parcel is exempt from the wastewater system and potable water supply rules because (see instructions for exemptions):
- a. Parcel to be sold:                      Exemption Number \_\_\_\_\_
- b. Parcel retained:                      Exemption Number \_\_\_\_\_

Seller(s) further certifies as follows:

- D. That this transfer of real property and any development thereon is in compliance with or exempt from 10 V.S.A. Chapter 151, Vermont's Land Use and Development law (Act 250), for the following reason:
1. This property is the subject of Act 250 Permit No. \_\_\_\_\_ and is in compliance with said permit. or
2. This property is exempt from Act 250 because: (list exemption number from Line D in instructions) \_\_\_\_\_
- E. That this transfer ~~does~~/does not (strike one) result in a partition or subdivision of land. Note: If it does, an Act 250 Disclosure Statement must be attached to this return before filing with the town clerk (see Line E instructions).

## WITHHOLDING CERTIFICATION

- ☐ Buyer(s) certifies that Vermont income tax has been withheld from the purchase price and will be remitted to the Commissioner of Taxes with Form RW-171 within 30 days from the transfer,  
OR that the transfer is exempt from income tax withholding for the following reason (check one):
- ☒ 1. Under penalties of perjury, seller(s) certifies that at the time of transfer, each seller was a resident of Vermont or an estate.
- ☐ 2. Buyer(s) certifies that the parties obtained withholding certificate no. \_\_\_\_\_ from the Commissioner of Taxes in advance of this sale.
- ☐ 3. Buyer(s) certifies that this is a transfer without consideration. (See instructions for Form RW-171).
- ☐ 4. Seller(s) is a mortgagor conveying the mortgaged property to a mortgagee in a foreclosure or transfer in lieu of foreclosure, with no additional consideration.

WE HEREBY SWEAR AND AFFIRM THAT THIS RETURN, INCLUDING ALL CERTIFICATES, IS TRUE, CORRECT AND COMPLETE TO THE BEST OF OUR KNOWLEDGE.

SELLER(S) SIGNATURE(S)	DATE	BUYER(S) SIGNATURE(S)	DATE
Parker Family Irrevocable Family Trust		Vermont Agency of Natural Resources	
AP <i>[Signature]</i>		By: <i>[Signature]</i>	11/2/2006

Preparer's Signature *[Signature]* Prepared by Jill L. Broderick, Esq.

Preparer's Address POB 248, St. Johnsbury, VT 05819

Buyer's Representative  
(Print or Type)

Tel. \_\_\_\_\_

**CONSERVATION BUFFER EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS that Anne H. Parker and Peter J. Morrisette, Trustees of the **Dean G. Parker Revocable Family Trust** (Anne H. Parker and Peter J. Morrisette both residing in Lyndonville, Vermont), and their successors and assigns (hereinafter "Grantors"), pursuant to the authority granted in 10 V.S.A. Chapters 34 and 155 and in consideration of the mutual covenants set forth herein, and other consideration, the receipt and sufficiency of which is acknowledged, by these presents, do freely give, grant, sell, convey and confirm unto the **State of Vermont, Agency of Natural Resources** (hereinafter "Grantee") and its successors and assigns forever, a perpetual and assignable conservation buffer easement (all as more particularly set forth below), said easement pertaining to a portion only of a certain parcel of land located in the Town of Lyndon, Vermont, and said parcel being more particularly described in Exhibit A attached hereto and incorporated herein (hereinafter "the Property").

This Easement shall be binding upon and inure to the benefit of the respective successors and assigns of Grantor and Grantee.

1. Conservation Buffer Area.

- a. The Buffer Area consists of all land and premises within:
  - i. One hundred feet on both sides of an unnamed stream which flows generally southwesterly across the Property, said Buffer Area commencing at a point in the northeasterly section of the premises of the Property or at the point where said stream enters the Property from other premises of the Grantors and thence running in a generally southerly and thence westerly direction, as the same meanders, to a point located at the easterly edge (where said unnamed stream enters a constructed wetland area) of said wetland area consisting of approximately 1.5 acres,;
  - ii. Fifty feet lying southerly of and adjacent to said wetland area, this strip of land to be located southerly of the thread of said unnamed stream where it enters and exits said wetland.
  - iii. Fifty feet on both sides of the unnamed stream passing through the Property, said Buffer Area commencing at the westerly edge of said wetland area at the culvert and thence running in a generally southwesterly direction to the westerly border of the Property.
- b. The distances above are measured from the tops of the banks of said stream and from the highwater mark of the wetland, and the stream and wetland, together with the area delineated by said measurements from the banks and highwater marks, are also included in the Conservation Buffer Area.

2. Purpose of this Conservation Buffer Easement.

- a. Grantor and Grantee acknowledge that the Purpose of this Conservation Buffer Easement is to restore, conserve and protect biological diversity, wildlife habitat, natural communities and native flora and fauna within the Conservation Buffer Area and to further the ecological processes which sustain these natural resources.
- b. Grantor and Grantee understand that these natural values will change over time through the operation of natural processes and that the Purpose of the Grant shall include protection of natural values as described above, and as they may naturally evolve.
- c. Grantor and Grantee further acknowledge that the principal purpose of this instrument is to conserve the natural, ecological, fish and wildlife habitat values described in the Section 2(a) and (b), as those values exist on the date of this instrument and as they may naturally evolve in the future.
- d. Grantor and Grantee acknowledge that from time to time in response to changes in natural conditions within the Conservation Buffer Area, or in response to changes in the state of scientific knowledge, proper methods of furthering the Purposes of this Grant may change.
- e. Grantee shall consult with Grantor and with the ANR staff or such other professionals as the Grantee may select regarding the proper methods of furthering the Purposes of this Grant over time.
- f. Grantor and Grantee further recognize the natural values of the Conservation Buffer Area, and share the common purpose of conserving these values by the conveyance of conservation restrictions to prevent the use or development of the Conservation Buffer Area for any purpose or in any manner which would conflict with the maintenance of these natural resource values.
- g. Grantee accepts such conservation restrictions in order to conserve these values for present and future generations.

3. Permitted Uses by Grantee. The rights and interests hereby conveyed to the Grantee are as follows:

- a. Grantee shall have the right to conduct buffer management activities consistent with the Purpose of this grant and to conduct, or permit to be conducted, research, and/or educational activities related to the Purpose of the Grant, including, but not limited to, water, wetlands, fish and wildlife, and associated ecology in the Conservation Buffer Area. This clause shall not be construed to impose any obligation on Grantor or Grantee to perform any particular activities, but should Grantee elect to perform said activities they shall be performed in accordance with the Purposes of this Grant.
- b. Grantee may post no hunting/trespassing signs or otherwise restrict access, if necessary to prevent unauthorized use, along the perimeter of the Conservation Buffer Area, to

prevent disturbance of this area.

4. Permitted Uses, and Restrictions on Use, by Grantor. The restrictions hereby imposed upon the Conservation Buffer Area, and the acts which Grantor may do or shall refrain from doing, are as follows:

- a. Grantor shall have the right to use the Conservation Buffer Area for all types of non-motorized, non-mechanized, dispersed recreational purposes (e.g., hunting, trapping, bird-watching, walking, snowshoeing, cross-country skiing) not inconsistent with the Purpose of this Grant as set forth in Section 2.
- b. No agricultural, forestry, residential, commercial, industrial, or mining activities shall be permitted, and no building, structure, or appurtenant facility or improvement shall be constructed, created, installed, erected, repaired, or moved into the Conservation Buffer Area that would be inconsistent with the Purposes of this Grant. Grantee shall have sole authority to determine what future development in the Conservation Buffer Area is consistent with the Purposes of this Grant.
- c. Grantor shall not cut any vegetation, timber or trees within the Conservation Buffer Area, except as provided in Section 4(d).
- d. Subject to prior notice and written approval by the Grantee, removal of dead, dying or diseased trees and invasive plant species may be permitted. Grantor, in its sole discretion and by written agreement with Grantee, may elect to perform Conservation Buffer Area maintenance activities in accordance with the Purposes of this Grant.
- e. There shall be no disturbance of the surface of the land, including but not limited to filling, excavation, removal of topsoil, sand, gravel, rocks or minerals, or change of the topography of the Conservation Buffer Area in any manner.
- f. Grantor, its successors and assigns, shall have the right to continue the use of the road which now passes through the Buffer Area and to maintain, repair and upgrade this road and upgrade or replace the culvert over which it now passes; as follows:
  - i. with respect to replacement of the culvert, the prior approval of the ANR shall be required regarding the type of culvert and the procedure for replacement. The cost of any replacement or upgrade to the culvert shall not exceed one hundred and fifty percent (150%) of the cost of a properly sized, round, metal culvert installed, to the maximum extent practical, to prevent scouring of the stream channel and maintain the natural hydrology of the stream. The basis of the replacement culvert shall be determined on the replacement date.
  - ii. with respect to maintenance, repairs, and upgrade of the road any materials placed on the road shall not extend farther than 10 feet on either side of the centerline of the road and shall be repaired with either gravel or crushed stone.

- g. These Permitted Uses and restrictions reserved by Grantor under this instrument shall be exercised to accomplish the Purposes of this Grant laid out in section 1. Where approval is specifically required, in approving or disapproving of any activity or use conditionally allowable under the Permitted Uses herein, the Grantee may rely upon the advice and recommendations of the ANR staff or such other professionals as the Grantee may select, subject to approval of the ANR, to determine whether the proposed activity or use would be detrimental to the natural, ecological, fish and wildlife habitat values of the Conservation Buffer Area.
- h. No use shall be made of the Conservation Buffer Area, and no activity thereon shall be permitted which, in the reasonable opinion of the Grantee, is or may possess the potential to become, inconsistent with the Purpose of this Grant.

5. Access to the Conservation Buffer Area. Grantee shall have the right of ingress to and egress from the Conservation Buffer Area to administer, manage, and enforce the provisions of this Grant, including for the purpose of exercising the rights described in Section 3, above. This instrument conveys no right of access or use by the general public to any portion of the Property.

6. Consultation. Grantee shall consult with Grantor from time to time about the management of the Conservation Buffer Area, and Grantee shall take reasonable steps to address any conflicts between management of the Conservation Buffer Area and Grantor's use of the Conservation Buffer Area, provided any such steps are consistent with the Purposes of the Grant as set forth in Section 2, above.

7. Enforcement of the Restrictions.

- a. Grantee shall make reasonable efforts from time to time to assure compliance by the Grantor with all of the covenants and restrictions herein.
- b. Grantee may make periodic inspection of all or any portion of the Conservation Buffer Area.
- c. In the event that Grantee becomes aware of an event or circumstance of non-compliance by Grantor with the terms and conditions herein set forth performed by Grantor its successors-in-interest or assigns, Grantee shall give notice to Grantor of such event or circumstance of noncompliance via Certified Mail, return receipt requested, and shall demand corrective action by the Grantor sufficient to abate such event or circumstance of non-compliance and restore the Conservation Buffer Area to its previous condition.
- d. Failure by the Grantor to cause discontinuance, abatement, or such other corrective action as may be demanded by the Grantee within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle the Grantee to bring an action in a court of competent jurisdiction to enforce the terms of this Grant and to recover any damages arising from such non-compliance. Such damages, when

recovered, may be applied by the Grantee to corrective action in the Conservation Buffer Area the Property, if necessary.

- e. If the court determines that the Grantor has failed to comply with this Agreement, Grantor shall reimburse the Grantee for any reasonable costs of enforcement, including court costs and reasonable attorneys' fees, in addition to any other payments ordered by such court.
- f. The parties to this Grant specifically acknowledge that events and circumstances of non-compliance constitute immediate and irreparable injury, loss and damage to the Conservation Buffer Area and accordingly entitle Grantee to such equitable relief including but not limited to injunctive relief, as the court deems just.
- g. The remedies described herein are in addition to, and not in limitation of, any other remedies available to the Grantee at law, in equity, or through administrative proceedings.
- h. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair the Grantee's rights or remedies or be construed as a waiver.

#### 8. Miscellaneous Provisions.

- a. The Grantee shall transfer this Grant of Conservation Buffer Easement only to a State agency, municipality, or qualified organization, as defined in 10 V.S.A., Section 6301a, and may only so transfer if said entity first undertakes to hold and implement the terms of this instrument consistent with the Purpose of the Grant.
- b. In the event the Grant conveyed to the Grantee herein is extinguished by eminent domain or other legal proceedings, Grantee shall be entitled to any proceeds which pertain to the extinguishment of Grantee's rights and interests.
- c. In any deed conveying an interest in all or part of the Conservation Buffer Area, Grantor shall make reference to the Grant and shall indicate that said Grant is binding upon all successors in interest in the Conservation Buffer Area in perpetuity. Grantor shall also notify the Grantee of the name(s) and address(es) of Grantor's successor(s) in interest.
- d. The terms "Grantor" and "Grantee" as used herein shall include each party's respective successors and assigns.
- e. The conservation buffer easement and restrictions hereby conveyed to the Grantee consist of covenants on the part of the Grantor to do or refrain from doing the various acts set forth below. It is hereby acknowledged that these covenants shall constitute a servitude upon the land and will run with the land.

- f. The rights of the Grantee under this Grant are freely assignable, subject to the notice provisions hereof.

INVALIDATION of any provision hereof shall not affect any other provision of this grant.

TO HAVE AND TO HOLD said granted conservation buffer easement, with all the privileges and appurtenances thereof, to the said Grantee, State of Vermont, Agency of Natural Resources, and its successors and assigns, to its own use and behoof forever, and the said Grantor, Anne H. Parker and Peter J. Morrisette, Trustees of the Dean G. Parker Revocable Family Trust, for themselves and their successors and assigns, do covenant with the said Grantee, its successors and assigns, that until the ensealing of these presents, Anne H. Parker and Peter J. Morrisette, Trustees of the Dean G. Parker Revocable Family Trust are the sole owners of the premises, and have good right and title to convey the same in the manner aforesaid, that the premises are free from every encumbrance, except those of record they engage to warrant and defend the same against all lawful claims whatever.

Dated October 19, 2006.

**DEAN G. PARKER REVOCABLE FAMILY TRUST**

By: Anne H. Parker  
Anne H. Parker, Trustee.

By: Peter J. Morrisette  
Peter J. Morrisette, Trustee

STATE OF VERMONT  
CALEDONIA COUNTY, ss

At St. Johnsbury, this 18<sup>th</sup> day of October, 2006, Anne H. Parker and Peter J. Morrisette, Trustees of the Dean G. Parker Revocable Family Trust, personally appeared and acknowledged this instrument, by them sealed and subscribed, to be their free act and deed, and the free act and deed of the Dean G. Parker Revocable Family Trust.

Before me: Will Brodink  
Notary Public  
My Commission expires: 2/10/07

66365

VERMONT PROPERTY TRANSFER TAX 32 V.S.A. CH. 110, § 111

ACKNOWLEDGEMENT

RETURN NO. 06-194

SIGNED [Signature]

Ans 4 CLERK

DATE 12-20-2006

Return Received-Tax Paid

Nov 14 A.D. 2006  
At 7 o'clock 35 Minutes A M  
And Recorded in Book 180 Page 181-186  
Of Lyndon Land Records  
Attest: Linda C Bee  
Notary Public



# VERMONT PROPERTY TRANSFER TAX RETURN

VERMONT DEPARTMENT OF TAXES  
MONTPELIER, VERMONT 05633

(PLEASE TYPE OR PRINT CLEARLY)

<b>A SELLER'S (TRANSFEROR'S) NAME(S)</b>		COMPLETE MAILING ADDRESS FOLLOWING TRANSFER	SOCIAL SECURITY NO. OR TAXPAYER IDENT. NO.
Dean G. Parker Revocable Family Trust		PO Box 25, Lyndonville, VT 05851-0025	
<b>B BUYER'S (TRANSFeree'S) NAME(S)</b>		COMPLETE MAILING ADDRESS FOLLOWING TRANSFER	SOCIAL SECURITY NO. OR TAXPAYER IDENT. NO.
Vermont Agency of Natural Resources		103 S. Main St., Center Bldg., Waterbury, VT 05671	
<b>C PROPERTY LOCATION (Address in full)</b> Brown Farm Road Lyndon, VT			<b>D DATE OF CLOSING</b> 10/26/2006
<b>E INTEREST IN PROPERTY</b>			
1. <input type="checkbox"/> FEE SIMPLE      3. <input type="checkbox"/> UNDIVIDED 1/2 INTEREST      5. <input type="checkbox"/> TIME-SHARE      7. <input checked="" type="checkbox"/> EASEMENT/ROW 2. <input type="checkbox"/> LIFE ESTATE      4. <input type="checkbox"/> UNDIVIDED _____ % INTEREST      6. <input type="checkbox"/> LEASE      8. <input type="checkbox"/> OTHER _____			
<b>F LAND SIZE (Acres or fraction thereof)</b> 20 aml		<b>G SPECIAL FACTORS:</b> HAVE DEVELOPMENT RIGHTS BEEN CONVEYED _____ NO _____ YES WAS SALE BETWEEN FAMILY MEMBERS <input checked="" type="checkbox"/> NO _____ YES STATE RELATIONSHIP _____ FINANCING: <input type="checkbox"/> CONVENTIONAL/BANK <input type="checkbox"/> OWNER FINANCING <input type="checkbox"/> OTHER _____	
<b>H BUILDINGS ON PROPERTY AT THE TIME OF TRANSFER (CHECK ALL THAT APPLY):</b>			
1. <input checked="" type="checkbox"/> NONE      5. <input type="checkbox"/> FARM BUILDINGS      9. <input type="checkbox"/> STORE 2. <input type="checkbox"/> FACTORY      6. <input type="checkbox"/> MULTI-FAMILY WITH _____ (INSERT NUMBER) DWELLING UNITS TRANSFERRED      10. <input checked="" type="checkbox"/> OTHER _____ DESCRIBE _____ 3. <input type="checkbox"/> SINGLE FAMILY DWELLING      7. <input type="checkbox"/> MOBILE HOME YEAR _____ MAKE _____ SER. NO. _____ 4. <input type="checkbox"/> CAMP/VACATION HOME      8. <input type="checkbox"/> CONDOMINIUM WITH _____ (INSERT NUMBER) UNITS TRANSFERRED			
CHECK WHETHER THE BUILDINGS WERE EVER <input type="checkbox"/> OCCUPIED <input type="checkbox"/> RENTED <input type="checkbox"/> WILL BE RENTED AFTER SALE			
<b>I PRIMARY USE OF PROPERTY BEFORE TRANSFER (CHECK ONE):</b>			
1. <input type="checkbox"/> PRIMARY RESIDENCE      3. <input type="checkbox"/> CAMP/VACATION      5. <input type="checkbox"/> OPERATING FARM      7. <input type="checkbox"/> COMMERCIAL/INDUSTRIAL _____ DESCRIBE _____ 2. <input checked="" type="checkbox"/> OPEN LAND      4. <input type="checkbox"/> TIMBERLAND      6. <input type="checkbox"/> GOVERNMENT USE      8. <input type="checkbox"/> OTHER _____ DESCRIBE _____			
<b>J PRIMARY USE OF PROPERTY AFTER TRANSFER (CHECK ONE):</b>			
1. <input type="checkbox"/> PRIMARY RESIDENCE      3. <input type="checkbox"/> CAMP/VACATION      5. <input type="checkbox"/> OPERATING FARM      7. <input type="checkbox"/> COMMERCIAL/INDUSTRIAL _____ DESCRIBE _____ 2. <input checked="" type="checkbox"/> OPEN LAND      4. <input type="checkbox"/> TIMBERLAND      6. <input type="checkbox"/> GOVERNMENT USE      8. <input type="checkbox"/> OTHER _____ DESCRIBE _____			
WAS PROPERTY PURCHASED BY TENANT _____ NO _____ YES DOES BUYER HOLD TITLE TO ANY ADJOINING PROPERTY _____ NO _____ YES			
<b>K CURRENT USE VALUE PROGRAM:</b> IS ANY PORTION OF THE LAND BEING CONVEYED SUBJECT TO A LIEN OR OTHER RESTRICTIONS UNDER THE AGRICULTURAL AND MANAGED FOREST LAND USE VALUE PROGRAM CHAPTER 124 OF 32 V.S.A. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
<b>L IF TRANSFER IS EXEMPT FROM PROPERTY TRANSFER TAX, CITE EXEMPTION FROM INSTRUCTIONS AND COMPLETE SECTIONS M, N, AND O BELOW.</b> #2			
<b>M TOTAL PRICE PAID \$</b> 0.00		<b>N PRICE PAID FOR PERSONAL PROPERTY \$</b> 0.00	<b>O PRICE PAID FOR REAL PROPERTY \$</b> 0.00
STATE TYPE OF PERSONAL PROPERTY _____ IF PRICE PAID FOR REAL PROPERTY IS LESS THAN FAIR MARKET VALUE, PLEASE EXPLAIN: _____			
<b>PROPERTY TRANSFER TAX</b>		MAKE CHECKS PAYABLE TO: VERMONT DEPARTMENT OF TAXES	
<b>P TAX DUE:</b> Enter amount from rate schedule on reverse side. COMPLETE RATE SCHEDULE FOR ALL TRANSFERS		\$ 0.00	
<b>Q DATE SELLER ACQUIRED</b> 1988			
<b>R IF A VERMONT LAND GAINS TAX RETURN IS NOT BEING FILED, CITE EXEMPTION FROM INSTRUCTIONS ON PAGE 4 OF THIS BOOKLET</b> #1			

<b>THIS SECTION TO BE COMPLETED BY TOWN OR CITY CLERK</b>		<b>TOWN NUMBER</b>  <div style="font-size: 2em; font-family: cursive;">06-194</div>
TOWN/CITY <u>Lyndon</u>	ACKNOWLEDGMENT	
DATE OF RECORD <u>Nov 14, 2006</u>	RETURN RECEIVED (INCLUDING CERTIFICATES AND ACT 250 DISCLOSURE STATEMENT) AND TAX PAID.	
BOOK NUMBER <u>180</u> PAGE NO. <u>181-186</u>	SIGNED <u>Linda C. Lee</u> <u>Ant</u> CLERK	
LISTED VALUE \$ <u>NA</u> GRAND LIST YEAR OF <u>2006</u>	DATE <u>12-20-2006</u>	
PARCEL ID NO. _____		
GRAND LIST CATEGORY _____		
SPAN <u>NA</u>		

## RATE SCHEDULE

### 1. Tax on Special Rate Property:

a. Value of purchaser's principal residence (not to exceed \$100,000) (See Instructions).....	1. a. \$ <u>0.00</u>
b. Value of property enrolled in current use program .....	b. \$ _____
c. Value of qualified working farm .....	c. \$ _____
d. Add Lines 1a, b and c .....	d. \$ <u>0.00</u>
e. Tax rate .....	e. <u>0.005</u>
f. Tax due on Special Rate Property: Multiply Line 1d by Line 1e.....	f. \$ <u>0.00</u>

### 2. Tax on General Rate Property:

a. Enter amount from Line O on front of return .....	2. a. \$ <u>0.00</u>
b. Enter amount from Line 1d of Rate Schedule above .....	b. \$ <u>0.00</u>
c. Subtract Line 2b from Line 2a .....	c. \$ <u>0.00</u>
d. Tax Rate .....	d. <u>0.0125</u>
e. Tax due on General Rate Property: Multiply Line 2c by Line 2d .....	e. \$ <u>0.00</u>

### 3. Total Tax Due:

Add Lines 1f and 2e and enter here and on line P on front of return .....	3. \$ <u>0.00</u>
---	-------------------

## LOCAL AND STATE PERMITS AND ACT 250 CERTIFICATES

Buyer(s) and Seller(s) certify as follows:

- A. That they have investigated and disclosed to every party to this transaction all of their knowledge relating to flood regulations, if any, affecting the property.
- B. That the seller(s) advised the buyer(s) that local and state building regulations, zoning regulations and subdivision regulations and wastewater system and potable water supply rules under Chapter 64 of Title 10 pertaining to the property may limit significantly the use of the property.
- C. That this transfer is in compliance with or is exempt from the wastewater system and potable water supply rules of the Agency of Natural Resources for the following reasons:
1. This property is the subject of Permit No. \_\_\_\_\_ and is in compliance with said permit, or
  2. This property and any retained parcel is exempt from the wastewater system and potable water supply rules because (see instructions for exemptions):
 

a. Parcel to be sold:	Exemption Number _____
b. Parcel retained:	Exemption Number _____

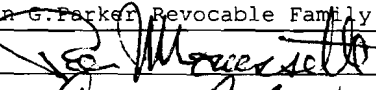
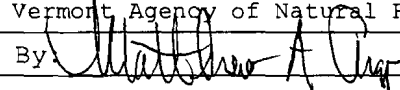
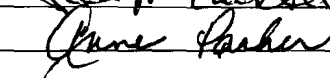
Seller(s) further certifies as follows:

- D. That this transfer of real property and any development thereon is in compliance with or exempt from 10 V.S.A. Chapter 151, Vermont's Land Use and Development law (Act 250), for the following reason:
1. This property is the subject of Act 250 Permit No. \_\_\_\_\_ and is in compliance with said permit, or
  2. This property is exempt from Act 250 because: (list exemption number from Line D in instructions) \_\_\_\_\_
- E. That this transfer ~~does~~/does not (strike one) result in a partition or subdivision of land. Note: If it does, an Act 250 Disclosure Statement must be attached to this return before filing with the town clerk (see Line E instructions).

## WITHHOLDING CERTIFICATION

- ☐ Buyer(s) certifies that Vermont income tax has been withheld from the purchase price and will be remitted to the Commissioner of Taxes with Form RW-171 within 30 days from the transfer,  
OR that the transfer is exempt from income tax withholding for the following reason (check one):
- ☒ 1. Under penalties of perjury, seller(s) certifies that at the time of transfer, each seller was a resident of Vermont or an estate.
- ☐ 2. Buyer(s) certifies that the parties obtained withholding certificate no. \_\_\_\_\_ from the Commissioner of Taxes in advance of this sale.
- ☐ 3. Buyer(s) certifies that this is a transfer without consideration. (See instructions for Form RW-171).
- ☐ 4. Seller(s) is a mortgagor conveying the mortgaged property to a mortgagee in a foreclosure or transfer in lieu of foreclosure, with no additional consideration.

WE HEREBY SWEAR AND AFFIRM THAT THIS RETURN, INCLUDING ALL CERTIFICATES, IS TRUE, CORRECT AND COMPLETE TO THE BEST OF OUR KNOWLEDGE.

SELLER(S) SIGNATURE(S)		DATE	BUYER(S) SIGNATURE(S)		DATE
Dean G. Parker Revocable Family Trust		10/10/06	Vermont Agency of Natural Resources		11/2/2006
PM			By: 		
AP					

Preparer's Signature

Prepared by Jill L. Broderick, Esq.

Preparer's Address POB 248, St. Johnsbury, VT 05819

Buyer's Representative  
(Print or Type)

Tel. \_\_\_\_\_

## CONSERVATION BUFFER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that Anne H. Parker and Peter J. Morrisette, Trustees of the **Dean G. Parker Revocable Family Trust** (Anne H. Parker and Peter J. Morrisette both residing in Lyndonville, Vermont), and their successors and assigns (hereinafter "Grantors"), pursuant to the authority granted in 10 V.S.A. Chapters 34 and 155 and in consideration of the mutual covenants set forth herein, and other consideration, the receipt and sufficiency of which is acknowledged, by these presents, do freely give, grant, sell, convey and confirm unto the **State of Vermont, Agency of Natural Resources** (hereinafter "Grantee") and its successors and assigns forever, a perpetual and assignable conservation buffer easement (all as more particularly set forth below), said easement pertaining to a portion only of a certain parcel of land located in the Town of Lyndon, Vermont, and said parcel being more particularly described in Exhibit A attached hereto and incorporated herein (hereinafter "the Property").

This Easement shall be binding upon and inure to the benefit of the respective successors and assigns of Grantor and Grantee.

1. Conservation Buffer Area.

- a. The Buffer Area consists of all land and premises within one hundred (100) feet either side of a certain unnamed stream which flows southerly through the parcel described in Exhibit A, beginning at the northerly border of the Property on the boundary of land conveyed to Anne H. Parker of Lyndon, Vermont, Trustee of the Parker Family Irrevocable Trust by warranty deed near or even date herewith to be recorded in the Town of Lyndon land records.
- b. The distances above are measured from the tops of the banks of said stream and from the highwater mark of the wetland, and the stream and wetland, together with the area delineated by said measurements from the banks and highwater marks, are also included in the Conservation Buffer Area.

2. Purpose of this Conservation Buffer Easement.

- a. Grantor and Grantee acknowledge that the Purpose of this Conservation Buffer Easement is to restore, conserve and protect biological diversity, wildlife habitat, natural communities and native flora and fauna within the Conservation Buffer Area and to further the ecological processes which sustain these natural resources.
- b. Grantor and Grantee understand that these natural values will change over time through the operation of natural processes and that the Purpose of the Grant shall include protection of natural values as described above, and as they may naturally evolve.
- c. Grantor and Grantee further acknowledge that the principal purpose of this instrument is to conserve the natural, ecological, fish and wildlife habitat values described in the Section 2(a) and (b), as those values exist on the date of this instrument and as they may naturally evolve in the future.
- d. Grantor and Grantee acknowledge that from time to time in response to changes in natural conditions within the Conservation Buffer Area, or in response to changes in the

state of scientific knowledge, proper methods of furthering the Purposes of this Grant may change.

- e. Grantee shall consult with Grantor and with the ANR staff or such other professionals as the Grantee may select regarding the proper methods of furthering the Purposes of this Grant over time.
- f. Grantor and Grantee further recognize the natural values of the Conservation Buffer Area, and share the common purpose of conserving these values by the conveyance of conservation restrictions to prevent the use or development of the Conservation Buffer Area for any purpose or in any manner which would conflict with the maintenance of these natural resource values.
- g. Grantee accepts such conservation restrictions in order to conserve these values for present and future generations.

3. Permitted Uses by Grantee. The rights and interests hereby conveyed to the Grantee are as follows:

- a. Grantee shall have the right to conduct buffer management activities consistent with the Purpose of this grant and to conduct, or permit to be conducted, research, and/or educational activities related to the Purpose of the Grant, including but not limited to, water, wetlands, fish and wildlife, and associated ecology in the Conservation Buffer Area. This clause shall not be construed to impose any obligation on Grantor or Grantee to perform any particular activities, but should Grantee elect to perform said activities they shall be performed in accordance with the Purposes of this Grant.
- b. Grantee may post no hunting/trespassing signs or otherwise restrict access, if necessary to prevent unauthorized use, along the perimeter of the Conservation Buffer Area, to prevent disturbance of this area.

4. Permitted Uses, and Restrictions on Use, by Grantor. The restrictions hereby imposed upon the Conservation Buffer Area, and the acts which Grantor may do or shall refrain from doing, are as follows:

- a. Grantor shall have the right to use the Conservation Buffer Area for all types of non-motorized, non-mechanized, dispersed recreational purposes (e.g., hunting, trapping, bird-watching, walking, snowshoeing, cross-country skiing) not inconsistent with the Purpose of this Grant as set forth in Section 2.
- b. No agricultural, forestry, residential, commercial, industrial, or mining activities shall be permitted, and no building, structure, or appurtenant facility or improvement shall be constructed, created, installed, erected, repaired, or moved into the Conservation Buffer Area that would be inconsistent with the Purposes of this Grant. Grantee shall have sole authority to determine what future development in the Conservation Buffer Area is consistent with the Purposes of this Grant.
- c. Grantor shall not cut any vegetation, timber or trees within the Conservation Buffer Area, except as provided in Section 4(d).

- d. Subject to prior notice and written approval by the Grantee, removal of dead, dying or diseased trees and invasive plant species may be permitted. Grantor, in its sole discretion and by written agreement with Grantee, may elect to perform Conservation Buffer Area maintenance activities in accordance with the Purposes of this Grant.
- e. There shall be no disturbance of the surface of the land, including but not limited to filling, excavation, removal of topsoil, sand, gravel, rocks or minerals, or change of the topography of the Conservation Buffer Area in any manner.
- f. These Permitted Uses and restrictions reserved by Grantor under this instrument shall be exercised to accomplish the Purposes of this Grant laid out in section 1. Where approval is specifically required, in approving or disapproving of any activity or use conditionally allowable under the Permitted Uses herein, the Grantee may rely upon the advice and recommendations of the ANR staff or such other professionals as the Grantee may select, subject to approval of the ANR, to determine whether the proposed activity or use would be detrimental to the natural, ecological, fish and wildlife habitat values of the Conservation Buffer Area.
- g. No use shall be made of the Conservation Buffer Area, and no activity thereon shall be permitted which, in the reasonable opinion of the Grantee, is or may possess the potential to become, inconsistent with the Purpose of this Grant.

5. Access to the Conservation Buffer Area. Grantee shall have the right of ingress to and egress from the Conservation Buffer Area to administer, manage, and enforce the provisions of this Grant, including for the purpose of exercising the rights described in Section 3, above. This instrument conveys no right of access or use by the general public to any portion of the Property.

6. Consultation. Grantee shall consult with Grantor from time to time about the management of the Conservation Buffer Area, and Grantee shall take reasonable steps to address any conflicts between management of the Conservation Buffer Area and Grantor's use of the Conservation Buffer Area, provided any such steps are consistent with the Purposes of the Grant as set forth in Section 2, above.

7. Enforcement of the Restrictions.

- a. Grantee shall make reasonable efforts from time to time to assure compliance by the Grantor with all of the covenants and restrictions herein.
- b. Grantee may make periodic inspection of all or any portion of the Conservation Buffer Area.
- c. In the event that Grantee becomes aware of an event or circumstance of non-compliance by Grantor with the terms and conditions herein set forth performed by Grantor its successors-in-interest or assigns, Grantee shall give notice to Grantor of such event or circumstance of noncompliance via Certified Mail, return receipt requested, and shall demand corrective action by the Grantor sufficient to abate such event or circumstance of non-compliance and restore the Conservation Buffer Area to its previous condition.
- d. Failure by the Grantor to cause discontinuance, abatement, or such other corrective

action as may be demanded by the Grantee within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle the Grantee to bring an action in a court of competent jurisdiction to enforce the terms of this Grant and to recover any damages arising from such non-compliance. Such damages, when recovered, may be applied by the Grantee to corrective action in the Conservation Buffer Area the Property, if necessary.

- e. If the court determines that the Grantor has failed to comply with this Agreement, Grantor shall reimburse the Grantee for any reasonable costs of enforcement, including court costs and reasonable attorneys' fees, in addition to any other payments ordered by such court.
- f. The parties to this Grant specifically acknowledge that events and circumstances of non-compliance constitute immediate and irreparable injury, loss and damage to the Conservation Buffer Area and accordingly entitle Grantee to such equitable relief including but not limited to injunctive relief, as the court deems just.
- g. The remedies described herein are in addition to, and not in limitation of, any other remedies available to the Grantee at law, in equity, or through administrative proceedings.
- h. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair the Grantee's rights or remedies or be construed as a waiver.

#### 8. Miscellaneous Provisions.

- a. The Grantee shall transfer this Grant of Conservation Buffer Easement only to a State agency, municipality, or qualified organization, as defined in 10 V.S.A., Section 6301a, and may only so transfer if said entity first undertakes to hold and implement the terms of this instrument consistent with the Purpose of the Grant.
- b. In the event the Grant conveyed to the Grantee herein is extinguished by eminent domain or other legal proceedings, Grantee shall be entitled to any proceeds which pertain to the extinguishment of Grantee's rights and interests.
- c. In any deed conveying an interest in all or part of the Conservation Buffer Area, Grantor shall make reference to the Grant and shall indicate that said Grant is binding upon all successors in interest in the Conservation Buffer Area in perpetuity. Grantor shall also notify the Grantee of the name(s) and address(es) of Grantor's successor(s) in interest.
- d. The terms "Grantor" and "Grantee" as used herein shall include each party's respective successors and assigns.
- e. The conservation buffer easement and restrictions hereby conveyed to the Grantee consist of covenants on the part of the Grantor to do or refrain from doing the various acts set forth below. It is hereby acknowledged that these covenants shall constitute a servitude upon the land and will run with the land.

663 63


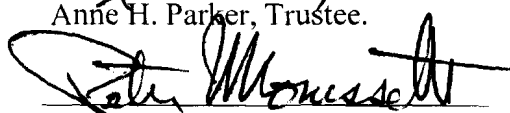
- f. The rights of the Grantee under this Grant are freely assignable, subject to the notice provisions hereof.

INVALIDATION of any provision hereof shall not affect any other provision of this grant.

TO HAVE AND TO HOLD said granted conservation buffer easement, with all the privileges and appurtenances thereof, to the said Grantee, State of Vermont, Agency of Natural Resources, and its successors and assigns, to its own use and behoof forever, and the said Grantor, Anne H. Parker and Peter J. Morrisette, Trustees of the Dean G. Parker Revocable Family Trust, for themselves and their successors and assigns, do covenant with the said Grantee, its successors and assigns, that until the enrolling of these presents, Anne H. Parker and Peter J. Morrisette, Trustees of the Dean G. Parker Revocable Family Trust are the sole owners of the premises, and have good right and title to convey the same in the manner aforesaid, that the premises are free from every encumbrance, except those of record they engage to warrant and defend the same against all lawful claims whatever.

Dated October 18, 2006.

DEAN G. PARKER REVOCABLE FAMILY TRUST

  
Anne H. Parker, Trustee.  
  
Peter J. Morrisette, Trustee

STATE OF VERMONT  
CALEDONIA COUNTY, ss

At St. Johnsbury, this 18<sup>th</sup> day of October, 2006, Anne H. Parker and Peter J. Morrisette, Trustees of the **Dean G. Parker Revocable Family Trust**, personally appeared and acknowledged this instrument, by them sealed and subscribed, to be their free act and deed, and the free act and deed of the **Dean G. Parker Revocable Family Trust**,

Before me:

  
Notary Public

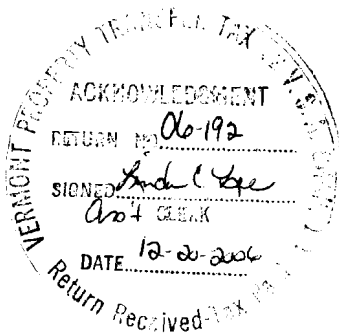
My Commission expires: 2/10/07

# 663 63 EXHIBIT A

Being a parcel of land consisting of 106 acres, more or less, located on Town Highway #36, also known as Lily Pond Road, and on Town Highway #68, also known as Brown Farm Road in Lyndon, Vermont and being all and the same land and premises conveyed to the Dean G. Parker Revocable Family Trust by (1) Quitclaim deed from Ray O. Parker & Son, Inc. dated February 2, 2005, and recorded in Book 166 at Page 352 of the Lyndon land records; (2) Quitclaim Deeds of Dean G. Parker dated September 11, 1992 and recorded in Book 109 at Page 335 of the Lyndon land records and dated March 13, 1995 and recorded in Book 116 at Page 565 of the Lyndon land records; and (3) "Corrective Warranty Deed (Ray O. Parker & Son, Inc.)" of Anne H. Parker and Peter J. Morrisette, Trustees of the Dean G. Parker Revocable Family Trust dated April 12, 2006 and recorded in Book 175 at Page 477 of the Lyndon land records except for land and premises conveyed by deeds of Anne H. Parker and Peter J. Morrisette, Trustees of the Dean G. Parker Revocable Family Trust as follows:

1. Warranty Deed to Steven R. Parker dated May 11, 2005 and recorded in Book 168 at Page 21 of the Lyndon land records.
2. Quitclaim Deed to Steven R. Parker dated October 18, 2006 and to be recorded in the Lyndon land records.
3. Warranty Deed to Kathleen A. Parker and William H. Clark dated May 3, 2004 and recorded in Book 160 and Page 535 of the Lyndon land records.
4. Warranty Deed to Clayton Bailey and Nancy Bailey dated May 10, 2002 and recorded in Book 145 at Page 469 of the Lyndon land records.
5. Warranty Deed to the Parker Family Irrevocable Trust dated October 18, 2006 and to be recorded in the Lyndon land records.

The property is further described as a portion of the land and premises conveyed to Dean G. Parker by Warranty Deed of Clayton R. Hoffman and Hortense B. Hoffman dated October 29, 1971 and recorded in Book 55 at Page 407 of the Lyndon land records and conveyed to Ray O. Parker and Son, Inc. by Warranty Deed of George W. Drown and Marjorie H. Drown dated June 27, 1985 and recorded in Book 85 at Page 463 of the Lyndon land records.



## LYNDON, VT. TOWN CLERK'S OFFICE

RECEIVED FOR RECORD

Nov 14 A.D. 2006

At 7 o'clock 35 Minutes A M

And Recorded in Book 180 Page 170-175

Of Lyndon Land Records

Attest: [Signature]  
[Signature]



# VERMONT PROPERTY TRANSFER TAX RETURN

VERMONT DEPARTMENT OF TAXES  
MONTPELIER, VERMONT 05633

(PLEASE TYPE OR PRINT CLEARLY)

<b>A SELLER'S (TRANSFEROR'S) NAME(S)</b>		COMPLETE MAILING ADDRESS FOLLOWING TRANSFER	SOCIAL SECURITY NO. OR TAXPAYER IDENT. NO.
Dean G. Parker Revocable Family Trust		PO Box 25, Lyndonville, VT 05851	
<b>B BUYER'S (TRANSFEE'S) NAME(S)</b>		COMPLETE MAILING ADDRESS FOLLOWING TRANSFER	SOCIAL SECURITY NO. OR TAXPAYER IDENT. NO.
Vermont Agency of Natural Resources		103 S.Main St., Center Bldg., Waterbury, VT 05671	Black out on Town Copy Only
<b>C PROPERTY LOCATION (Address in full)</b> Lily Pond Road Lyndon, VT			<b>D DATE OF CLOSING</b> 10/26/2006
<b>E INTEREST IN PROPERTY</b>			
1. <input type="checkbox"/> FEE SIMPLE      3. <input type="checkbox"/> UNDIVIDED 1/2 INTEREST      5. <input type="checkbox"/> TIME-SHARE      7. <input checked="" type="checkbox"/> EASEMENT/ROW 2. <input type="checkbox"/> LIFE ESTATE      4. <input type="checkbox"/> UNDIVIDED _____ % INTEREST      6. <input type="checkbox"/> LEASE      8. <input type="checkbox"/> OTHER _____			
<b>F LAND SIZE (Acres or fraction thereof)</b> 120 aml		<b>G SPECIAL FACTORS:</b> HAVE DEVELOPMENT RIGHTS BEEN CONVEYED _____ NO _____ YES WAS SALE BETWEEN FAMILY MEMBERS <input checked="" type="checkbox"/> NO _____ YES STATE RELATIONSHIP _____ FINANCING: <input type="checkbox"/> CONVENTIONAL/BANK <input type="checkbox"/> OWNER FINANCING <input type="checkbox"/> OTHER _____	
<b>H BUILDINGS ON PROPERTY AT THE TIME OF TRANSFER (CHECK ALL THAT APPLY):</b>			
1. <input checked="" type="checkbox"/> NONE      5. <input type="checkbox"/> FARM BUILDINGS      9. <input type="checkbox"/> STORE 2. <input type="checkbox"/> FACTORY      6. <input type="checkbox"/> MULTI-FAMILY WITH _____ (INSERT NUMBER) DWELLING UNITS TRANSFERRED      10. <input type="checkbox"/> OTHER _____ DESCRIBE _____ 3. <input type="checkbox"/> SINGLE FAMILY DWELLING      7. <input type="checkbox"/> MOBILE HOME YEAR _____ MAKE _____ SER. NO. _____ 4. <input type="checkbox"/> CAMP/VACATION HOME      8. <input type="checkbox"/> CONDOMINIUM WITH _____ (INSERT NUMBER) UNITS TRANSFERRED			
CHECK WHETHER THE BUILDINGS WERE EVER <input type="checkbox"/> OCCUPIED <input type="checkbox"/> RENTED <input type="checkbox"/> WILL BE RENTED AFTER SALE			
<b>I PRIMARY USE OF PROPERTY BEFORE TRANSFER (CHECK ONE):</b>			
1. <input type="checkbox"/> PRIMARY RESIDENCE      3. <input type="checkbox"/> CAMP/VACATION      5. <input type="checkbox"/> OPERATING FARM      7. <input checked="" type="checkbox"/> COMMERCIAL/INDUSTRIAL Closed landfill DESCRIBE _____ 2. <input type="checkbox"/> OPEN LAND      4. <input type="checkbox"/> TIMBERLAND      6. <input type="checkbox"/> GOVERNMENT USE      8. <input type="checkbox"/> OTHER _____ DESCRIBE _____			
<b>J PRIMARY USE OF PROPERTY AFTER TRANSFER (CHECK ONE):</b>			
1. <input type="checkbox"/> PRIMARY RESIDENCE      3. <input type="checkbox"/> CAMP/VACATION      5. <input type="checkbox"/> OPERATING FARM      7. <input checked="" type="checkbox"/> COMMERCIAL/INDUSTRIAL Closed landfill DESCRIBE _____ 2. <input type="checkbox"/> OPEN LAND      4. <input type="checkbox"/> TIMBERLAND      6. <input type="checkbox"/> GOVERNMENT USE      8. <input type="checkbox"/> OTHER _____ DESCRIBE _____			
WAS PROPERTY PURCHASED BY TENANT _____ NO _____ YES DOES BUYER HOLD TITLE TO ANY ADJOINING PROPERTY _____ NO _____ YES			
<b>K CURRENT USE VALUE PROGRAM:</b> IS ANY PORTION OF THE LAND BEING CONVEYED SUBJECT TO A LIEN OR OTHER RESTRICTIONS UNDER THE AGRICULTURAL AND MANAGED FOREST LAND USE VALUE PROGRAM CHAPTER 124 OF 32 V.S.A. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
<b>L IF TRANSFER IS EXEMPT FROM PROPERTY TRANSFER TAX, CITE EXEMPTION FROM INSTRUCTIONS AND COMPLETE SECTIONS M, N, AND O BELOW.</b> #2			
<b>M TOTAL PRICE PAID \$</b> 0.00		<b>N PRICE PAID FOR PERSONAL PROPERTY \$</b> 0.00	
		<b>O PRICE PAID FOR REAL PROPERTY \$</b> 0.00	
STATE TYPE OF PERSONAL PROPERTY _____ IF PRICE PAID FOR REAL PROPERTY IS LESS THAN FAIR MARKET VALUE, PLEASE EXPLAIN: _____			
<b>PROPERTY TRANSFER TAX</b>		MAKE CHECKS PAYABLE TO: VERMONT DEPARTMENT OF TAXES	
<b>P TAX DUE:</b> Enter amount from rate schedule on reverse side. COMPLETE RATE SCHEDULE FOR ALL TRANSFERS		\$ 0.00	
<b>Q DATE SELLER ACQUIRED</b> 1971 ???			
<b>R IF A VERMONT LAND GAINS TAX RETURN IS NOT BEING FILED, CITE EXEMPTION FROM INSTRUCTIONS ON PAGE 4 OF THIS BOOKLET</b> #1			

(CONTINUED ON REVERSE SIDE)

<b>THIS SECTION TO BE COMPLETED BY TOWN OR CITY CLERK</b>		
TOWN/CITY <u>Lyndon</u> DATE OF RECORD <u>Nov 14, 2006</u> BOOK NUMBER <u>180</u> PAGE NO. <u>170-175</u> LISTED VALUE \$ <u>NA</u> GRAND LIST YEAR OF <u>2006</u> PARCEL ID NO. _____ GRAND LIST CATEGORY <u>NA</u> SPAN <u>NA</u>	ACKNOWLEDGMENT RETURN RECEIVED (INCLUDING CERTIFICATES AND ACT 250 DISCLOSURE STATEMENT) AND TAX PAID. SIGNED <u>Linda C. Lee</u> <u>Asst</u> CLERK DATE <u>12-20-2006</u>	TOWN NUMBER  <u>06-192</u>

## RATE SCHEDULE

### 1. Tax on Special Rate Property:

- |  |               |
|--|---------------|
| a. Value of purchaser's principal residence (not to exceed \$100,000) (See Instructions) ..... | 1. a. \$ 0.00 |
| b. Value of property enrolled in current use program .....                                     | b. \$         |
| c. Value of qualified working farm .....   | c. \$         |
| d. Add Lines 1a, b and c .....   | d. \$ 0.00    |
| e. Tax rate .....  | e. 0.005      |
| f. Tax due on Special Rate Property: Multiply Line 1d by Line 1e.....                          | f. \$ 0.00    |

### 2. Tax on General Rate Property:

- |  |               |
|--|---------------|
| a. Enter amount from Line O on front of return .....                   | 2. a. \$ 0.00 |
| b. Enter amount from Line 1d of Rate Schedule above .....              | b. \$ 0.00    |
| c. Subtract Line 2b from Line 2a .....                                 | c. \$ 0.00    |
| d. Tax Rate .....  | d. 0.0125     |
| e. Tax due on General Rate Property: Multiply Line 2c by Line 2d ..... | e. \$ 0.00    |

### 3. Total Tax Due:

- |   |            |
|---|------------|
| Add Lines 1f and 2e and enter here and on line P on front of return ..... | 3. \$ 0.00 |
|---|------------|

## LOCAL AND STATE PERMITS AND ACT 250 CERTIFICATES

Buyer(s) and Seller(s) certify as follows:

- A. That they have investigated and disclosed to every party to this transaction all of their knowledge relating to flood regulations, if any, affecting the property.
- B. That the seller(s) advised the buyer(s) that local and state building regulations, zoning regulations and subdivision regulations and wastewater system and potable water supply rules under Chapter 64 of Title 10 pertaining to the property may limit significantly the use of the property.
- C. That this transfer is in compliance with or is exempt from the wastewater system and potable water supply rules of the Agency of Natural Resources for the following reasons:

1. This property is the subject of Permit No. \_\_\_\_\_ and is in compliance with said permit, or
2. This property and any retained parcel is exempt from the wastewater system and potable water supply rules because (see instructions for exemptions):
- a. Parcel to be sold: Exemption Number \_\_\_\_\_
- b. Parcel retained: Exemption Number \_\_\_\_\_

Seller(s) further certifies as follows:

- D. That this transfer of real property and any development thereon is in compliance with or exempt from 10 V.S.A. Chapter 151, Vermont's Land Use and Development law (Act 250), for the following reason:
1. This property is the subject of Act 250 Permit No. \_\_\_\_\_ and is in compliance with said permit, or
2. This property is exempt from Act 250 because: (list exemption number from Line D in instructions) \_\_\_\_\_
- E. That this transfer does/does not (strike one) result in a partition or subdivision of land. Note: If it does, an Act 250 Disclosure Statement must be attached to this return before filing with the town clerk (see Line E instructions).

## WITHHOLDING CERTIFICATION

- ☐ Buyer(s) certifies that Vermont income tax has been withheld from the purchase price and will be remitted to the Commissioner of Taxes with Form RW-171 within 30 days from the transfer, OR that the transfer is exempt from income tax withholding for the following reason (check one):
- ☒ 1. Under penalties of perjury, seller(s) certifies that at the time of transfer, each seller was a resident of Vermont or an estate.
- ☐ 2. Buyer(s) certifies that the parties obtained withholding certificate no. \_\_\_\_\_ from the Commissioner of Taxes in advance of this sale.
- ☐ 3. Buyer(s) certifies that this is a transfer without consideration. (See instructions for Form RW-171).
- ☐ 4. Seller(s) is a mortgagor conveying the mortgaged property to a mortgagee in a foreclosure or transfer in lieu of foreclosure, with no additional consideration.

WE HEREBY SWEAR AND AFFIRM THAT THIS RETURN, INCLUDING ALL CERTIFICATES, IS TRUE, CORRECT AND COMPLETE TO THE BEST OF OUR KNOWLEDGE.

SELLER(S) SIGNATURE(S)	DATE	BUYER(S) SIGNATURE(S)	DATE
Dean G. Parker Revocable Family Trust	10/12/06	Vermont Agency of Natural Resources	11/2/2006
PM <i>[Signature]</i>		By <i>[Signature]</i>	
AP <i>[Signature]</i>	10/12/06		

Preparer's Signature *[Signature]* Prepared by Jill L. Broderick, Esq.

Preparer's Address POB 248, St. Johnsbury, VT 05819 Buyer's Representative (Print or Type) Tel.

## WARRANTY DEED FOR GROUNDWATER EASEMENT AND COVENANTS

Know all persons by these presents that Patricia J. Deluca and Mark H. Deluca, Grantors, in consideration of ten dollars (\$10) paid to their full satisfaction on behalf of the State of Vermont, Grantee, by these presents, do freely give, grant, sell, convey, and confirm unto the said Grantee, the State of Vermont, and its successors in interest and assigns forever, the following property interests in land located in the County of Caledonia and State of Vermont, described as follows, viz:

An exclusive easement in gross to draw, divert, extract, consume, convey, use, and enjoy, in any manner, the groundwater located under or inuring to the parcels of lands listed below. The conveyance of this easement in gross transfers to the said Grantee the exclusive and perpetual rights to use and enjoy said groundwater. The term groundwater as used in this conveyance shall be defined, as provided by 10 V.S.A. Section 1410(b)(1), as water below the land surface.

The Grantors, by the signing of this deed, explicitly acknowledge, agree, and covenant with the within Grantee, they must forever refrain from drawing, extracting, consuming, conveying, or using in any manner, the groundwater located on or inuring to parcels of lands listed below.

However, the said Grantee shall have no right to enter upon the parcels of lands listed below for the purpose of exercising any rights granted to it hereunder.

The parcels of lands subject to the above easement in gross and covenants are described as follows:

Parcel Lot. No. 129 on Tax Map. No. 14

Being a portion of the same lands and premises as conveyed to Donna Gadapee by Quitclaim Deed of Richard Lovely dated October 5, 1989 and recorded in Book 100 at Pages 148 and 149 of the Lyndon Land Records.

The lands and premises herein conveyed are more particularly described as being Parcel 3, the Reserved 1 acres +/-, as shown on a survey map entitled "Plat Showing Conveyance of Land from Donna Gadapee to John W. Beckett, Lyndon, VT, scale 1"=50', October 25, 1990 by Harold Marsh, surveyor."

Commencing at a point in the western right-of-way limits of T.H. #2, Red Village Road, so-called, running in a westerly direction for a distance of 55', to a point along the Canadian Pacific Railroad right-of-way, said point marking the Northwesterly most corner of the premises herein conveyed;

thence turning and running in a southerly direction on or near a railway fence a distance of 665', more or less, to a point in the westerly right-of-way of T.H. #66, said point marking the southerly most corner of the property herein conveyed;

thence turning and running in a generally northeasterly direction along the westerly right-of-way limits of T.H. #66 a distance of 560', more or less, to a point in the westerly right-of-way limits of T.H. #2, which point marks the southeasterly most corner of the property herein conveyed;

thence turning and running along said right-of-way limits of T.H. #2 in a generally northerly direction a distance of 415', more or less, to the place of beginning.

Reference is hereby made to the aforementioned deeds and their records, and to any and all prior deeds and their records for further aid of this description.

To have and to hold this granted premises, with all the privileges and appurtenances thereof, to the said Grantee, The State of Vermont, its successors-in-interest and assigns, to their own use and behoove forever; and Patricia J. Deluca and Mark H. Deluca, the said Grantors, for ourselves and our heirs, executors, administrators, successors, and assigns, do covenant with the said Grantee, its successors and assigns, that until the ensealing of these presents we are the sole owners of the premises, and have good right and title to convey the same in manner aforesaid, that they are free from every encumbrance; and we hereby engage to Warrant and Defend the same against all lawful claims whatever.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

In Witness whereof, we hereunto set our hands and seals to this Warranty Deed For Groundwater Easement And Covenants on this \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Patricia J. Deluca, Grantor  
\_\_\_\_\_  
Mark H. Deluca, Grantor

STATE OF VERMONT     )  
                                  ) SS.  
COUNTY OF CALEDONIA )

At \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2001,  
Patricia J. Deluca personally appeared and she acknowledged this instrument, by her sealed  
and subscribed, to be her free act and deed.

Before me: \_\_\_\_\_  
Notary Public

STATE OF VERMONT     )  
                                  ) SS.  
COUNTY OF CALEDONIA )

At Lyndonville this 29 day of May, 2001,  
Mark H. Deluca personally appeared and he acknowledged this instrument, by his sealed and  
subscribed, to be his free act and deed.

Before me: Janie Bulky up 2/10/03  
Notary Public

Lyndon Town Clerk's Office, \_\_\_\_\_, 2001, at \_\_\_\_\_ o'clock  
\_\_\_\_\_ minutes \_\_\_\_ M.

Received the foregoing Warranty Deed For Groundwater Easement And Covenants.  
A true copy.

Attest: \_\_\_\_\_, Town Clerk

*Mark Deluca was Granted all rights and Responsibilities  
for Homestead in Divorce settlement.*

## **WARRANTY DEED FOR GROUNDWATER EASEMENT AND COVENANTS**

Know all persons by these presents that Rolf Anders Gidlow and Sylvia C. Dodge, Grantors, in consideration of ten dollars (\$10) paid to their satisfaction of the State of Vermont, Grantee, by these presents, do freely give, grant, sell, convey, and confirm unto the said Grantee, the State of Vermont, and its successors in interest and assigns forever, the following property interests in land located in the County of Caledonia and State of Vermont, described as follows, viz:

An exclusive easement in gross to draw, divert, extract, consume, convey, use, and enjoy, in any manner, the groundwater located under or inuring to the parcels of lands listed below. The conveyance of this easement in gross transfers to the said Grantee the exclusive and perpetual rights to use and enjoy said groundwater. The term groundwater as used in this conveyance shall be defined, as provided by 10 V.S.A. Section 1410(b)(1), as water below the land surface.

The Grantors, by the signing of this deed, explicitly acknowledge, agree, and covenant with the within Grantee, they must forever refrain from drawing, extracting, consuming, conveying, or using in any manner, the groundwater located on or inuring to parcels of lands listed below.

However, the said Grantee shall have no right to enter upon the parcels of lands listed below for the purpose of exercising any rights granted to it hereunder.

The parcels of lands subject to the above easement in gross and covenants are described as follows:

### **Parcel Lot. No. 5 on Tax Map. No. 14**

Beginning at a point marking the most northerly corner of the premises herein conveyed, which point is located at the intersection of the westerly right of way limits of the Canadian Pacific Railroad, and the easterly bank, or mean high water mark of the Passumpsic River, said point of beginning is further described as being 65 Ft., more or less, westerly of the center of the track of said railroad, and is further described as being 175 ft., more or less, northerly from a concrete bound found on the westerly side of State Aid Road 2 and 45 ft., more or less, southwesterly of a concrete marker designating an underground cable on the westerly side of said railroad right of way; thence running in a southeasterly direction along the westerly boundary of said railroad a distance of 485 ft., to a point which is 40 ft., more or less, southwesterly of and perpendicular to the centerline of the hereinbefore described railroad right of way; thence running in a southeasterly direction across the railroad right of way a distance of 95 ft., more or less, to a point, which point is described as being 25 ft. southwesterly of and perpendicular to the center of the traveled portion of State Aid Road 2; thence running a southerly direction along the westerly right of way limits of State Aid Road 2 a distance of 25 ft., more or less; thence turning and running in a southeasterly direction a distance of 30 ft., more or less, to the centerline of State Aid Road 2; thence turning and running in a southerly direction along the centerline of State Aid Road 2 a distance of 33 ft., more or less to a point; thence turning and running in a southwesterly direction, along a line

perpendicular to the center of State Aid Road 2, for a distance of 25 ft., to the intersection of the westerly right of way limits of State Aid Road 2 and the easterly boundary of premises of the Canadian Pacific Railroad; thence turning and running in a northwesterly direction along a line approximately parallel to the hereinabove described 9 ft. boundary, a distance of 110 ft., more or less, across the railroad right of way, to a point located 35 ft. westerly of the center of said railroad right of way; thence turning and running in a southerly direction along the westerly boundary of the railroad premises a distance of 600 ft., more or less, to a point located at the intersection of the westerly boundary of said railroad premises and the easterly bank or mean high water mark of the Passumpsic River, said last point being 16 1/2 ft., more or less, westerly of the center of said railroad track; thence turning and running in a generally northerly direction along the bank or mean high water mark of the Passumpsic River, as the same meanders on its easterly bank, for a distance of 1,175 ft., more or less, to the point of beginning.

To have and to hold this granted premises, with all the privileges and appurtenances thereof, to the said Grantee, The State of Vermont, its successors-in-interest and assigns, to their own use and behoove forever; and Rolf Anders Gidlow and Sylvia C. Dodge, the said Grantors, for ourselves and our heirs, executors, administrators, successors, and assigns, do covenant with the said Grantee, its successors and assigns, that until the ensealing of these presents we are the sole owners of the premises, and have good right and title to convey the same in manner aforesaid, that they are free from every encumbrance; and we hereby engage to Warrant and Defend the same against all lawful claims whatever.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

In Witness whereof, we hereunto set our hands and seals to this Warranty Deed For Groundwater Easement And Covenants on this 25<sup>th</sup> day of June, 2002.

Sylvia C. Dodge  
Sylvia C. Dodge  
Rolf Anders Gidlow  
Rolf Anders Gidlow

STATE OF VERMONT     )  
  ) SS.  
COUNTY OF CALEDONIA )

At Syndonville this 25<sup>th</sup> day of JUNE, 2002,  
Sylvia C. Dodge personally appeared and she acknowledged this instrument, by her sealed  
and subscribed, to be her free act and deed.

Before me: David J. Barrett  
Notary Public

STATE OF VERMONT     )  
  ) SS.  
COUNTY OF CALEDONIA )

At Syndonville this 25<sup>th</sup> day of JUNE, 2002,  
Rolf Anders Gidlow personally appeared and he acknowledged this instrument, by him  
sealed and subscribed, to be his free act and deed.

Before me: David J. Barrett  
Notary Public

Lyndon Town Clerk's Office, \_\_\_\_\_, 2002, at \_\_\_\_\_ o'clock  
\_\_\_\_\_ minutes \_\_\_\_\_.M.

Received the foregoing Warranty Deed For Groundwater Easement And Covenants.  
A true copy.

Attest: \_\_\_\_\_, Town Clerk



## WARRANTY DEED FOR GROUNDWATER EASEMENT AND COVENANTS

Know all persons by these presents that Joyce E. Jones and Daniel H. Jones, Grantors, in consideration of ten dollars (\$10) paid to their full satisfaction on behalf of the State of Vermont, Grantee, by these presents, do freely give, grant, sell, convey, and confirm unto the said Grantee, the State of Vermont, and its successors in interest and assigns forever, the following property interests in land located in the County of Caledonia and State of Vermont, described as follows, viz:

An exclusive easement in gross to draw, divert, extract, consume, convey, use, and enjoy, in any manner, the groundwater located under or inuring to the parcels of lands listed below. The conveyance of this easement in gross transfers to the said Grantee the exclusive and perpetual rights to use and enjoy said groundwater. The term groundwater as used in this conveyance shall be defined, as provided by 10 V.S.A. Section 1410(b)(1), as water below the land surface.

The Grantors, by the signing of this deed, explicitly acknowledge, agree, and covenant with the within Grantee, they must forever refrain from drawing, extracting, consuming, conveying, or using in any manner, the groundwater located on or inuring to parcels of lands listed below.

However, the said Grantee shall have no right to enter upon the parcels of lands listed below for the purpose of exercising any rights granted to it hereunder.

The parcels of lands subject to the above easement in gross and covenants are described as follows:

Parcel Lot. No.9 on Tax Map. No. 14

Being a parcel of land said to contain 0.8 acres, more or less, together with the dwelling house and other improvements thereon located on the westerly side of State Aid #2; and

Being all and the same lands and premises conveyed to Emile F. Brooks (deceased) and Joyce E. Brooks (now remarried and known as Joyce E. Jones) in the following instruments: (1) warranty deed from Ronald C. Brooks and Loretta M. Brooks dated June 6, 1950 and recorded in book 44 at Page 117 of Lyndon Land records; and (2) warranty deed from Clayton R. Hoffman and Hortense B. Hoffman dated June 3, 1965 and recorded in Book 49 at Page 402 of Lyndon Land Records.

Reference is hereby had and made to the aforementioned deeds and the record and reference thereof, and to all prior deeds and their records, for a more particular description of the lands and premises herein conveyed.

To have and to hold this granted premises, with all the privileges and appurtenances thereof, to the said Grantee, The State of Vermont, its successors-in-interest and assigns, to their own use and behoove forever; and Joyce E. Jones and Daniel G. Jones, the said Grantors, for ourselves and our heirs, executors, administrators, successors, and assigns, do covenant with the said Grantee, its successors and assigns, that until the ensealing of these presents we are the sole owners of the premises, and have good right and title to convey the same in manner aforesaid, that they are free from every encumbrance; and we hereby engage to Warrant and Defend the same against all lawful claims whatever.

In Witness whereof, we hereunto set our hands and seals to this Warranty Deed For Groundwater Easement And Covenants on this 29 day of November, 2001.

Joyce E. Jones  
Joyce E. Jones, Grantor

Daniel H. Jones  
Daniel H. Jones, Grantor

STATE OF VERMONT     )  
                                      ) SS.  
COUNTY OF CALEDONIA )

At Lyndonville, Vt. this 29<sup>th</sup> day of November, 2001,  
Joyce E. Jones personally appeared and she acknowledged this instrument, by her sealed and  
subscribed, to be her free act and deed.

Before me: [Signature]  
Notary Public comm. expires 2/10/03

STATE OF VERMONT     )  
                                      ) SS.  
COUNTY OF CALEDONIA )

At \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2001,  
Daniel H. Jones personally appeared and he acknowledged this instrument, by him sealed  
and subscribed, to be his free act and deed.

Before me: \_\_\_\_\_  
Notary Public

Lyndon Town Clerk's Office, \_\_\_\_\_, 2001, at \_\_\_\_\_ o'clock  
\_\_\_\_\_ minutes \_\_\_\_\_ M.

Received the foregoing Warranty Deed For Groundwater Easement And Covenants.  
A true copy.

Attest: \_\_\_\_\_, Town Clerk

## WARRANTY DEED FOR GROUNDWATER EASEMENT AND COVENANTS

Know all persons by these presents that Pine Knoll Nursing Home, Inc., Grantor, in consideration of ten dollars (\$10) paid to its full satisfaction on behalf of the State of Vermont, Grantee, by these presents, does freely give, grant, sell, convey, and confirm unto the said Grantee, the State of Vermont, and its successors in interest and assigns forever, the following property interests in land located in the County of Caledonia and State of Vermont, described as follows, viz:

An exclusive easement in gross to draw, divert, extract, consume, convey, use, and enjoy, in any manner, the groundwater located under or inuring to the parcels of lands listed below. The conveyance of this easement in gross transfers to the said Grantee the exclusive and perpetual rights to use and enjoy said groundwater. The term groundwater as used in this conveyance shall be defined, as provided by 10 V.S.A. Section 1410(b)(1), as water below the land surface.

The Grantor, by the signing of this deed, explicitly acknowledges, agrees, and covenants with the within Grantee, it must forever refrain from drawing, extracting, consuming, conveying, or using in any manner, the groundwater located on or inuring to parcels of lands listed below.

However, the said Grantee shall have no right to enter upon the parcels of lands listed below for the purpose of exercising any rights granted to it hereunder.

The parcels of lands subject to the above easement in gross and covenants are described as follows:

Parcel Lot. No. 6 on Tax Map. No. 14

Being a portion of the same land and premises including improvements thereon, conveyed to the grantors herein by warranty deed of Gladys H. Wiggett, Douglas H. Wiggett and Gordon A. Wiggett dated November 30, 1961, and recorded in Book 48, Page 318, of Lyndon Land Records.

Said land and premises, consisting of 2.6 acres, more or less, are as set forth on a plan entitled "Land Survey for G.W. and M.H. Drown, Lyndon, Vermont" dated August, 1980, drawn by Northeast Surveys, Waterford, Vermont, and are more particularly described as follows:

Commencing at a point where the western right of way limits of now or formerly Lyndon Town Road No. 36 intersects with the eastern right of way limits of now or formerly Lyndon State Aid Road No. 2;

Thence generally N 14° 06' E along said western right of way limits of now or formerly Lyndon Town Road No. 36 a distance of 240.76 feet to a point;

Thence, generally N 10° 02' E along said right of way limits a distance of 190.70 feet to a point;

Thence generally N 6° 22' E along said right of way limits a distance of 198.29 feet to an iron pipe driven in the ground;

Thence generally N 1° 24' E along said right of way limits a distance of 50.00 feet to a point;

Thence S 86° 06' W a distance of 239.10 feet to a point;

Thence turning and running S 2° 36' W a distance of 100.00 feet to an iron pipe driven in the ground;

Thence continuing S 2° 36' W a distance of 254.87 feet to an iron pipe driven in the ground in the eastern right of way limits of said Lyndon State Aid Road No. 2;

Thence generally S 22° 10' E along said right of way limits a distance of 151.30 feet to a point;

Thence generally S 27° 56' E along said right of way limits a distance of 177.22 feet to the point of beginning.

Reference is hereby made to the aforementioned survey and its record, to the aforementioned deed and its record and the deeds referred to therein and their records in further aid of this description.

To have and to hold this granted premises, with all the privileges and appurtenances thereof, to the said Grantee, The State of Vermont, its successors-in-interest and assigns, to their own use and behoove forever; and Pine Knoll Nursing Home, Inc., the said Grantor, for itself and its successors and assigns, does covenant with the said Grantee, its successors and assigns, that until the ensealing of these presents it is the sole owner of the premises, and has good right and title to convey the same in manner aforesaid, that they are free from every encumbrance; and it hereby engages to Warrant and Defend the same against all lawful claims whatever.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

In Witness whereof, it hereunto sets its hand and seal to this Warranty Deed For Groundwater Easement And Covenants on this 18<sup>th</sup> day of MARCH, 2002.

Pine Knoll Nursing Home, Inc., Grantor

By: Francis E. Cheney Jr

Name: FRANCIS E. Cheney Jr

Its: CEC

STATE OF VERMONT     )  
  ) SS.  
COUNTY OF CALEDONIA )

At LYNDONVILLE this 18<sup>th</sup> day of MARCH, 2002,  
FRANCIS CHENEY, JR. on behalf of Pine Knoll Nursing Home, Inc., personally  
appeared and HE acknowledged this instrument, by HIM sealed and  
subscribed, to be the free act and deed of said corporation.

Before me: Yvonne J. Bawett  
Notary Public

Lyndon Town Clerk's Office, MARCH 18, 2002, at 1:55 o'clock  
\_\_\_\_\_ minutes P.M.

Received the foregoing Warranty Deed For Groundwater Easement And Covenants.  
A true copy,

Attest: Yvonne J. Bawett, Town Clerk

## **WARRANTY DEED FOR GROUNDWATER EASEMENT AND COVENANTS**

Know all persons by these presents that Rose B. Sheltra and Ralph L. Sheltra, Grantors, in consideration of ten dollars (\$10) paid to their full satisfaction on behalf of the State of Vermont, Grantee, by these presents, do freely give, grant, sell, convey, and confirm unto the said Grantee, the State of Vermont, and its successors in interest and assigns forever, the following property interests in land located in the County of Caledonia and State of Vermont, described as follows, viz:

An exclusive easement in gross to draw, divert, extract, consume, convey, use, and enjoy, in any manner, the groundwater located under or inuring to the parcels of lands listed below. The conveyance of this easement in gross transfers to the said Grantee the exclusive and perpetual rights to use and enjoy said groundwater. The term groundwater as used in this conveyance shall be defined, as provided by 10 V.S.A. Section 1410(b)(1), as water below the land surface.

The Grantors, by the signing of this deed, explicitly acknowledge, agree, and covenant with the within Grantee, they must forever refrain from drawing, extracting, consuming, conveying, or using in any manner, the groundwater located on or inuring to parcels of lands listed below.

However, the said Grantee shall have no right to enter upon the parcels of lands listed below for the purpose of exercising any rights granted to it hereunder.

The parcels of lands subject to the above easement in gross and covenants are described as follows:

Parcel Lot. No. 11 on Tax Map. No. 14

It being all and the same land and premises conveyed to us, the said Peter S. Sheltra and Eva M. Sheltra, by Alson N. Wetherbee, Administrator of the Goods, Chattels and Estate of Lutheria C. Drown, by Administrator's Deed dated May 26th, 1919 and recorded in Book A-3, Page 194 of the Lyndon Land Records, with the exception of the parcel of land and buildings that was deeded to Ralph L. Sheltra and Rose B. Sheltra by us, the said Peter S. Sheltra and Eva M. Sheltra, by our Warranty Deed dated June 10, 1948, which said deed is recorded in Book 44, Page 3 of the Lyndon Land Records.

To have and to hold this granted premises, with all the privileges and appurtenances thereof, to the said Grantee, The State of Vermont, its successors-in-interest and assigns, to their own use and behoove forever; and Rose B. Sheltra and Ralph L. Sheltra, the said Grantors, for ourselves and our heirs, executors, administrators, successors, and assigns, do covenant with the said Grantee, its successors and assigns, that until the ensealing of these presents we are the sole owners of the premises, and have good right and title to convey the same in manner aforesaid, that they are free from every encumbrance; and we hereby engage to Warrant and Defend the same against all lawful claims whatever.

In Witness whereof, we hereunto set our hands and seals to this Warranty Deed For Groundwater Easement And Covenants on this 7 day of December, 2001.

Blanche B. Sheltra

Rose B. Sheltra, Grantor

Deceased

Ralph L. Sheltra, Grantor

STATE OF VERMONT     )  
  ) SS.  
COUNTY OF CALEDONIA )

At Lyndonville this 7 day of December, 2001,  
Rose B. Sheltra personally appeared and she acknowledged this instrument, by her sealed  
and subscribed, to be her free act and deed.

Before me: Ebie E. Lawrence  
Notary Public

STATE OF VERMONT     )  
  ) SS.  
COUNTY OF CALEDONIA )

At \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2001,  
Ralph L. Sheltra personally appeared and he acknowledged this instrument, by him sealed  
and subscribed, to be his free act and deed.

Before me: \_\_\_\_\_  
Notary Public

Lyndon Town Clerk's Office, \_\_\_\_\_, 2001, at \_\_\_\_\_ o'clock  
\_\_\_\_\_ minutes \_\_\_\_\_.M.

Received the foregoing Warranty Deed For Groundwater Easement And Covenants.  
A true copy.

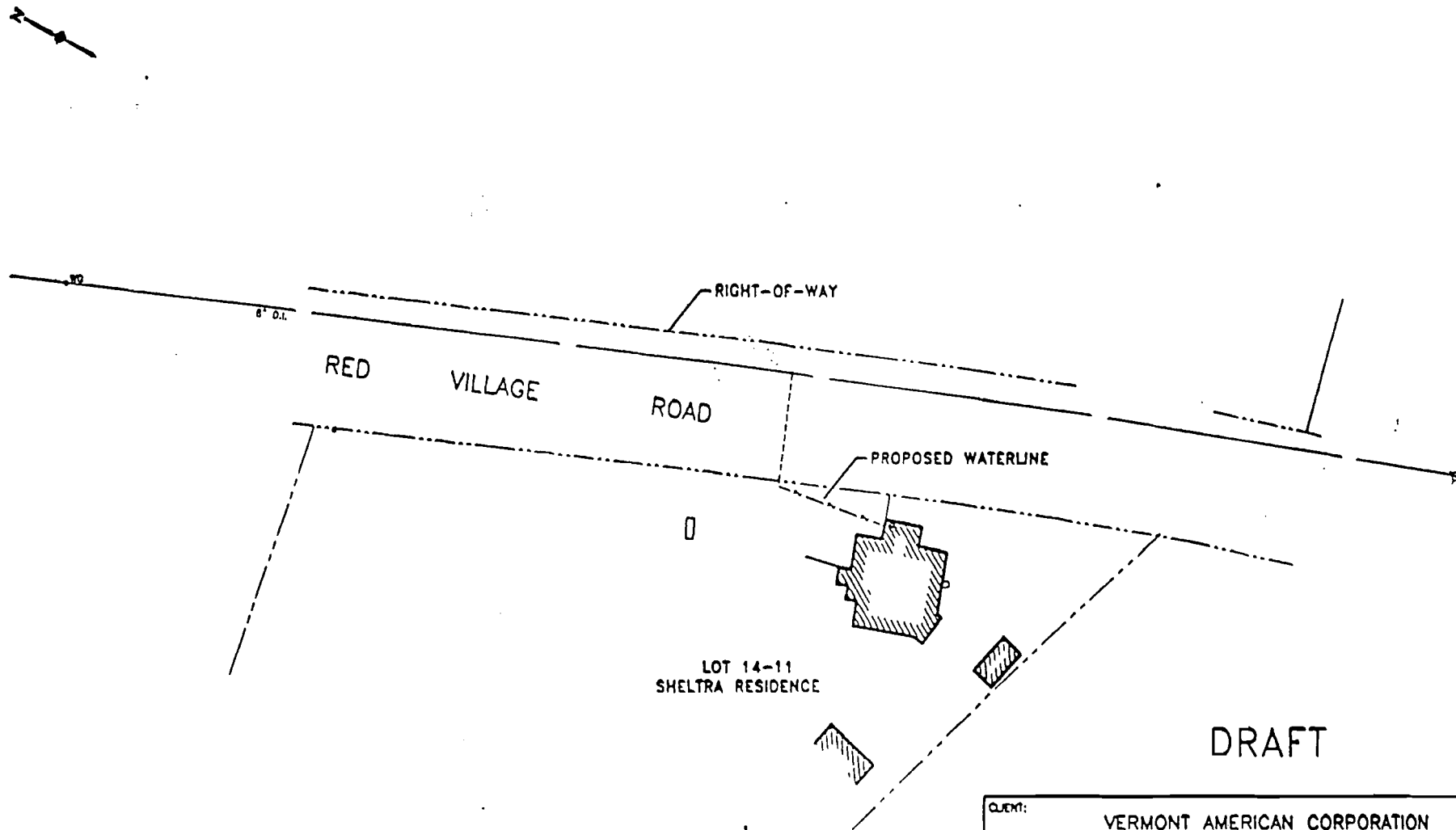
Attest: \_\_\_\_\_, Town Clerk

## SCHEDULE 1

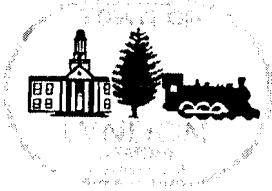
### GRANTOR PROPERTY

It being all and the same land and premises conveyed by Alson N. Wetherbee, Administrator of the Goods, Chattels and Estate of Lutheria C. Drown, by Administrator's Deed dated May 26th, 1919 and recorded in Book A-3, Page 194 of the Lyndon Land Records, with the exception of the parcel of land and buildings that was deeded to Ralph L. Sheltra and Rose B. Sheltra by Warranty Deed dated June 10, 1948, which said deed is recorded in Book 44, Page 3 of the Lyndon Land Records.





CLIENT:		VERMONT AMERICAN CORPORATION	
PROJECT:		PARKER LANDFILL	
<b>URS Corporation</b>			
TITLE:		EXHIBIT A EASEMENT AREA	PROJECT NO: 16606-007
DESIGN:	JSIH	SCALE:	AS SHOWN
APPROVED:	JCC	DATE:	10/9/01
DRAWN:	JSIH	FILE NO:	P093



**TOWN OF LYNDON**  
**OFFICE OF MUNICIPAL ADMINISTRATOR**  
P.O. Box 167  
LYNDONVILLE, VT 05851  
(802) 626-5834 OFFICE • (802) 626-1265 FAX

September 6, 2006

Matthew Chapman, Esq.  
ANR, Office of Secretary  
Center Building  
103 South Main Street  
Waterbury, VT 05671-0301

Dear Mr. Chapman:

This letter is to confirm the concurrence of the restrictions requested by the Agency of Natural Resources for the Parker landfill in Secretary Torti's letter of July 5, 2006. The Selectboard took this action at their meeting of September 5, 2006.

We have conferred with Jill Broderick, the attorney for the Parkers, and would refer any further communications directly to her.

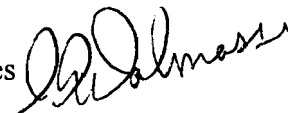
Sincerely,

Arthur Sanborn  
Administrator

Cc: Jill Broderick  
Anne Parker

## MEMORANDUM

**TO:** James Douglas, Governor

**THROUGH:** Canute Dalmasse, Secretary, Agency of Natural Resources 

**FROM:** Jeff Wennberg, Commissioner, Department of Environmental Conservation

**DATE:** October 2, 2006

**SUBJECT:** Easement Acquisition Approval – Parker Landfill Superfund Site and surrounding properties; Lyndon Vermont

Your approval is requested pursuant to Title 10, § 6615 and 10 V.S.A. Chapter 155, for the acceptance of the easements acquisition referenced below. Natural Resources Land Acquisition Committee approval is not required for this acquisition. Joint Fiscal approval is not required for this acquisition. The easements are as follows:

1. Rights of Access, Land Use Restrictions, and Groundwater Use Restrictions on properties owned by (a) the Parker Family Trust; (b) the Dean Parker Revocable Trust; (c) the Anne Parker Revocable Trust; (d) Steven Parker; and (e) Kathleen Parker and William Clarke.
2. Compensatory Conservation Stream Buffer Easements on Properties owned by: (a) the Parker Family Irrevocable Trust; (b) the Dean Parker Irrevocable Trust; and (c) the Anne Parker Revocable Trust.
3. Groundwater Use Restrictions on numerous surrounding properties. The easements are contained in the attached booklet.

### Description and Background

The Site consists of approximately 25 acres located in an area of hilly terrain in the southeast portion of the Town of Lyndon, approximately 0.2 miles southeast of Lily Pond. The landfill was in operation from 1972 to 1992. It is estimated that over 1,330,300 gallons of liquid industrial wastes and 688,900 kilograms of solid, semi-liquid and liquid industrial wastes were disposed at the landfill. These wastes included waste oils, plating solutions, degreasers, paint sludges, coolant oils, sodium hydroxide, and trichloroethene or 1,1,1-trichloroethane sludge. In 1984, chlorinated solvents were detected at concentrations exceeding federal maximum contaminant levels in groundwater in five private wells approximately ½ mile southwest of the site.

The site was listed on the National Priorities List (Superfund) on February 16, 1990. This site is a Responsible Party Lead site with the State and EPA playing an advisory and oversight role. The potentially responsible parties (PRPs), EPA, and the State signed a Consent Decree to implement the landfill cap remedy. The landfill cap was completed in 2000. Another PRP was issued a Unilateral Administrative Order to implement the groundwater remedy. The groundwater cleanup was constructed in 2004 and 2005.

As part of the requirements in the Consent Decree and the Unilateral Administrative Order, institutional controls were required for corrective action area and where contamination was present in the groundwater, including use restriction and groundwater restrictions easements and groundwater reclassification. The proposed use restrictions and groundwater easements are attached. The reclassification of groundwater from a Class III (all groundwater) to Class IV (not potable; suitable for some industrial and agricultural use) category was established for the 119-acre area including the landfill and downgradient plume in 2003. In addition, local zoning restrictions were adopted to prevent installation of wells within the contaminant plume.

#### Ownership and Management

The parcels will remain in private ownership. The primary responsibility of ensuring compliance with these easements rests with the responsible parties. The State of Vermont has oversight authority and enforcement authority over these restrictions and the responsible parties.

#### Budget and Funding

Funding for oversight of the environmental restrictions will be provided through oversight costs paid by the responsible parties and grants for sites management from the Environmental Protection Agency.

MEMORANDUM

RECEIVED  
GOVERNOR'S OFFICE

NOV 07 2006

MONTPELIER, VT 05609

47754  
2050 #

Liaison

Response Due 11/21

Action Taken Ans

File Code # 7420

To: James Douglas, Governor, State of Vermont  
Through: Canute Dalmasse, Secretary, Agency of Natural Resources  
Jeffery Wennberg, Commissioner, Department of Environmental Conservation  
From: Matt Chapman, Counsel, Legal Division, Agency of Natural Resources  
Date: October 2, 2006  
Re: Parker Landfill Superfund Site, Institutional Control Easements

The Parker Landfill was listed on the National Priorities List (Superfund) on February 16, 1990. This site is a Responsible Party Lead site with the State and EPA playing an advisory and oversight role. The potentially responsible parties (PRPs), EPA, and the State signed a Consent Decree to implement the landfill cap remedy. The landfill cap was completed in 2000. Another PRP was issued a Unilateral Administrative Order to implement the groundwater remedy. The groundwater cleanup was constructed in 2004 and 2005.

As part of the requirements in the Consent Decree and the Unilateral Administrative Order, institutional controls were required for corrective action area and where contamination was present in the groundwater, including use restriction and groundwater restrictions easements and groundwater reclassification. The proposed use restrictions and groundwater easements are attached. The reclassification of groundwater from a Class III (all groundwater) to Class IV (not potable; suitable for some industrial and agricultural use) category was established for the 119-acre area including the landfill and downgradient plume in 2003. In addition, local zoning restrictions were adopted to prevent installation of wells within the contaminant plume.

Attached to this memo there are four sets of materials:

1. Environmental Restrictions and Rights of Access: These easements restrict real property uses to protect public health and the environment and allow the State of Vermont and the United States to access the property to ensure the integrity of the constructed remedy.
2. Conservation stream buffer easements: These easements are in compensation for environmental violations that took place during the construction of the remedy.
3. Off-site groundwater restrictions: These easements place use restrictions on the consumption of contaminated groundwater on properties surrounding the landfill.
4. A letter from the Town of Lyndon approving this acquisition.

Please let me know if there are any questions or concerns with the related materials. My telephone number is (802) 241-3467 and e-mail is: matt.chapman@state.vt.us.

## APPROVAL FOR LAND ACQUISITION

We, the undersigned, hereby approve the acquisition by the State of Vermont, Agency of Natural Resources, Department of Environmental Conservation, of the following acquisitions

1. Grant of Use Restrictions and Access Rights Easement on the following properties:

Approximately 6.4 acres owned by Steven Parker located near Lily Pond Road in Lyndon Vermont

Approximately 1.6 acres owned by Kathleen A. Parker and William H. Clark located near Lily Pond Road in Lyndon, Vermont

2. Grant of Conservation Buffer Easements and Use Restrictions and Access Rights Easement on the following properties:

Approximately 120.0 acres owned by Dean G. Parker Revocable Trust located near Lily Pond Road in Lyndon Vermont.

Approximately 66.0 acres owned by the Anne H. Parker Revocable Trust located near Lily Pond Road in Lyndon, Vermont.

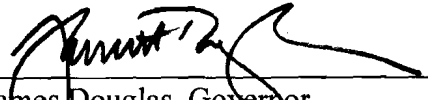
Approximately 25.0 acres owned by the Parker Family Irrevocable Trust located near Lily Pond Road in Lyndon, Vermont.

3. Grant of Groundwater Restriction easements on the following properties:

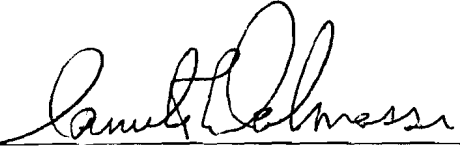
As noted in attached easement booklet (see Appendix B for easements).

This approval is pursuant to Title 10 § 6615 and 10 V.S.A. Chapter 155.

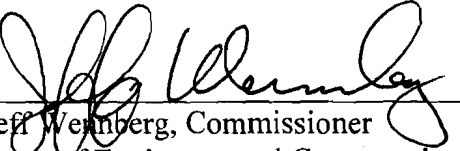
11/9/06  
Date

  
James Douglas, Governor  
State of Vermont

10/2/06  
Date

  
Canute Dalmasse, Secretary  
Agency of Natural Resources

10/2/06  
Date

  
Jeff Weinberg, Commissioner  
Dept. of Environmental Conservation

State of Vermont  
Department of Environmental Conservation  
Legal Division  
103 South Main Street/Center Building  
Waterbury, VT 05671-0404  
(802) 241-3467  
FAX (802) 241-2001  
matt.chapman@state.vt.us

*AGENCY OF NATURAL RESOURCES*

November 13, 2006

Dear Mike;

Over the past several days, Jill Broderick, counsel for Anne Parker, has been discussing the subordination of VELCO's utility easement that lies upon the constructed landfill cap remedy at the Parker Landfill Superfund site. At this time, the terms that you have requested as a part of the subordination easement are not acceptable.

Please consider this letter notice to VELCO that while its rights on the property may be superior to those of the State of Vermont, this parcel is a part of a remedial action taken pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et. seq.) and any activity undertaken by your client on the property should use a level of care commensurate with performing work at a CERCLA site.

The following activities should not be undertaken on the easement that VELCO has over the Parker Trust property:

- VELCO should not use their easement or allow it to be used so as to unreasonably interfere with any investigations of the environmental conditions or remedial activities at the Site.
- VELCO should not use or allow the use of the groundwater underlying their easement and shall not install or allow the installation of wells, for any purpose.
- VELCO should not perform or allow to be performed on their easement any construction activities which will change ground water conditions.
- VELCO should not engage in any use which would disturb or tend to disturb the integrity of any portion of the remedial action, including, but not limited to, the multi-barrier caps landfill gas control system, the permeable reactive barrier, the bio-enhanced natural attenuation system, and wetlands restoration or replication, whether in place now or to be put in place in the future, and any use which would disturb or tend to disturb or interfere with the functioning of any necessary system for the monitoring of the effectiveness of the remedial action.
- VELCO should not engage in any uses or activities which interfere with, in any way, the surface water management controls which are necessary in conjunction with the implementation of the remedial action.

VELCO should, prior to undertaking any action on the easement lands, consult with the remedial project managers from the United States Environmental Protection Agency, Vermont Agency of Natural Resources, and the Performing Settlers under the Consent Decree, who are as follows:

(Continued on next page)



For the Agency of Natural Resources:

John Schmeltzer  
103 South Main Street, West Office Building  
Waterbury, Vermont

For the Environmental Protection Agency:

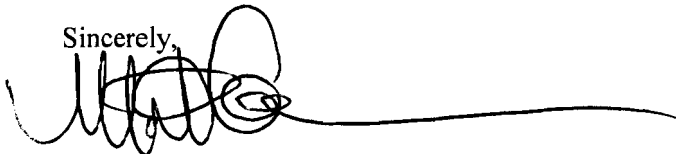
Leslie McVickar  
USEPA REGION 1  
1 Congress Street  
Suite 1100  
Mail Code: HBT  
Boston, MA 02114-2023

For the Performing Settlers:

Fairbanks Scales  
2176 Portland Street, Suite #1  
St. Johnsbury, Vt. 05819  
Attn: Bill Webb

VELCO and its agents, or contractors may be held to be strictly liable for damage to the cap (including without limitation the surface, vegetation, slopes, and various layers of material), roads, gate, fence, gas collection system (including without limitation any gas well, pipe, tank, or the flare), wetlands areas, or any other area or facility regulated under the Consent Decree. Any repair must be made under the direction and approval of ANR, EPA, and the Performing Settlers. Nothing contained in this letter constitutes a waiver of VELCO's possible status as a responsible party under 10 V.S.A. § 6615 and CERCLA. Compliance with the suggestions with this letter shall not be construed as a release from liability under federal law, state law, or an action by performing settlers in contribution for any damage that activities undertaken by VELCO may cause at the Parker Landfill Superfund Site.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matt Chapman', with a long horizontal line extending to the right.

Matt Chapman, Attorney  
Agency of Natural Resources

c: Attached service list